



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, January 17, 2023

1:30 PM

*Gulfport City Hall
Council Chambers*

1:30 P.M. Invocation, Pledge of Allegiance, Call to Order

Agenda Order Confirmation or adjustment of the agenda order

Presentation Agenda

- **Mayor's Report**

Policy Issues

Minutes / Appointment

- 1 Approval of Minutes - for December 20, 2022.
- 2 Ratification - of appointment and reappointment to the Planning Commission.

Code Enforcement / Planning

- 3 Code Enforcement Hearing - on resolution to declare that certain properties are in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community and to authorize advertisements for bids and lot clean-ups and/or demolitions.

Ordinances

- 4 Ordinance - rezoning a tax parcel from T4L (General Urban Zone "Limited") and T4+ (General Urban Zone "Plus") to T5 (Urban Center Zone) - located at Beach Drive - Case # 2208PC145 - Ward 2.
- 5 Ordinance - providing for the salary of compensation for one (1) "Utility Account Manager" position, and for related purposes.
- 6 Ordinance - amending Section 11-74 of the Code of Ordinances of the City of Gulfport, Mississippi, to delineate outside of city limits water/sewer customers, and for related purposes.

- 7 Reconsideration - of Ordinance No. 3226 - amending the official text of the comprehensive zoning ordinance of the City of Gulfport, Mississippi adopted the 29th day of June, 1979, as amended, to amend Section I. Definitions, (b) words and phrases - Hotel; and amend by adding to Section I. Definitions, (b) words and phrases – Short Term Rental; and, to amend Section III. District Regulations (j) Chart of Permitted Uses (2) Schedule of Uses - Residential to add Short Term Rental. (previously adopted on January 3, 2023) (Roland)
- 8 Ordinance - amending Chapter 5 of the Code of Ordinances to establish regulations for the operation of Short Term Rentals and establish a permitting process for the same, and for related purposes. (postponed from January 3, 2023)

Resolutions

- 9 Resolution - awarding bids and approving Contracts for Term Contract Group C2A - Culvert and Ram Neck Piping, and for related purposes.
- 10 Resolution - approving Award to and Contract with Burns Cooley Dennis, Inc., for Material Testing Services in connection with the Landon Road Widening Project, and for related purposes.
- 11 Resolution - approving Lease Agreement between the City of Gulfport and South Mississippi Business Machines of Gulfport, Inc., and for related purposes.
- 12 Resolution - approving Memorandum of Understanding with Futrthro Training Company, and for related purposes.
- 13 Resolution - approving Memorandum of Understanding with the Boys & Girls Club of the Gulf Coast, and for related purposes.
- 14 Resolution - approving Fifth Amendment to License Agreement between Utility Service Communications Co., Inc. (Licensor) and Cellular South Real Estate, Inc., (Licensee) allowing for replacement of certain and various pieces of equipment on Gulfport's water tank located on 26th Avenue (Gaston Hewes Water Tank), and for related purposes.
- 15 Resolution - authorizing an expenditure (in the form of a fee waiver) for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with Mississippi Regional Housing Authority VIII, and for related purposes.
- 16 Resolution - accepting Tidelands Grant from the Mississippi Department of Environmental Quality, for Coffee Creek Sewer Rehabilitation, and for related purposes.

- 17 Resolution - accepting Tidelands Grant from the Mississippi Department of Marine Resources, for Removable Restroom Units for the West Side of the Gulfport Small Craft Harbor, and for related purposes.
- 18 Resolution - accepting Tidelands Grant from the Mississippi Department of Marine Resources, for the Richards Bayou Dredging Project, and for related purposes.
- 19 Resolution - authorizing the City of Gulfport to accept a Victims of Crime Act Grant – Domestic Violence Victim Advocate, and for related purposes.
- 20 Resolution - authorizing the City of Gulfport to accept Violence Against Women Act Grant – Domestic Violence Prosecutor, and for related purposes.
- 21 Resolution - reconfirming and extending the status of a State of Emergency due to the spread of COVID-19 and potential associated impacts which threaten to affect areas within the City of Gulfport, and for related purposes
- 22 Resolution - reconfirming and extending the status of a State of Emergency due to the impacts of Hurricane Zeta on the City of Gulfport, and for related purposes.
- 23 Resolution - reconfirming and extending the status of a State of Emergency due to the impacts of Hurricane Ida on the City of Gulfport, and for related purposes.

Budget Amendments / Docket of Claims

- 24 Budget Amendment #50 - transferring funds from Police Services Reimbursement to Training Programs within the Police Department Budget.
- 25 Budget Amendment #51 - increasing line item 277 Capital Outlay from PropertyRoom.com.
- 26 Budget Amendment #52 - increasing line item 213 Photo & Fingerprint from PropertyRoom.com.
- 27 Budget Amendment #53 - funding Coffee Creek Sewer Rehabilitation Project.
- 28 Budget Amendment #54 - funding Material Testing Services Contract with Burns Cooley Dennis Inc. for the Landon Road Widening Project.
- 29 Docket of Claims - to be approved through January 18, 2023.

Routine Agenda

- 30** Resolution - awarding bids for lot clean-ups and/or demolitions.
- 31** Code Enforcement Notice(s) - to be made a part of the minutes.
- 32** Privilege License Report - for the month of December, 2022 - to be made a part of the minutes.
- 33** Legal Notice - advertisement for RFP for Elevator Maintenance and Repair.
- 34** Letter - regarding bid awarded by Purchasing to Idemia Identity and Security, LLC for Finger Printing System - Police Department - to be made a part of the minutes.
- 35** Letter - regarding bid awarded by Purchasing to ITsavvy for HPE Servers ProLiant - Information Technology - to be made a part of the minutes.
- 36** Letter - regarding Emergency Purchase for Police Department to Duvall Ford - to be made a part of the minutes.
- 37** Acknowledgment - of previously approved and subsequently executed Agreements, Contracts, and/or Documents - to be made a part of the minutes.
- 38** Ratification - of drainage easement - McCabe - to be made a part of the minutes.

Public Agenda

- **Citizen Forum - Up to thirty minutes shall be allowed for public input with a three minute time limit on each speaker.**

Council Comments

Memorial Adjournment

Executive Session

Setting of Next Meeting and Adjournment



OFFICE OF MAYOR

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5700
Fax: 228-868-5800

January 7, 2023

City Hall
2309 15th St.
Gulfport, MS 39501

Council President F.B. "Rusty" Walker, IV
Councilman Kenneth Casey
Councilman Ronnie Roland
Councilwoman Ella Holmes-Hines
Councilman Myles Sharp
Councilman R.Lee Flowers
Councilman Richard Kosloski

Dear Council Members,

I respectfully submit to you for consideration the appointment of Mr. Bryan Jacobs to serve on the City of Gulfport Planning Commission – At Large C position. He is Agent and Owner of the Bryan Jacobs State Farm Insurance Agency in Gulfport which opened in January 2017.

He has been a resident of the Mississippi Gulf Coast since early childhood where he attended school in our neighboring city of Long Beach. He received his degree in Marketing from the University of South Alabama. He is extremely involved in many organizations along the Gulf Coast. He has served on the board of directors for the MS Gulf Coast Chamber of Commerce, Gulfport Main Street Association and the Lynn Meadows Discovery Center. A full resume is attached for your review.

Bryan tirelessly gives his time to our community and I am confident in his commitment to serve on the Planning Commission. Your ratification of his appointment will be greatly appreciated. His term will expire October 31, 2026.

Best Regards,

A handwritten signature in blue ink, appearing to read "Billy Hewes", is written over the typed name and title.

Billy Hewes
Mayor

Bryan Jacobs

Bryan Jacobs is the Agent and Owner of the Bryan Jacobs State Farm Insurance agency in Gulfport. He opened his doors in January of 2017. Since opening, he has received several company awards and recognition including Top 100 Agent in 2017, Ambassador Club Agent 2017-2022, and Chairman's Circle Agent in 2021 finishing in the Top 10% of Agents in the Country.



Bryan is very involved in numerous organizations along the coast where he holds several board positions including the MS Gulf Coast Chamber of Commerce board of directors, Gulfport Main Street Association board of directors, and Lynn Meadows Discovery Center Board of directors. He is a graduate of the 2022 class of Leadership Gulf Coast. His community recognition includes The One Coast Top 10 Under 40 in 2018 and the 2022-2023 bayou view elementary community partner of the year.

Bryan has been a resident of the MS Gulf Coast since his early childhood where he spent all his youth in Long Beach. After graduating from Long Beach Senior High School, he went on to complete his bachelor's degree in Marketing at the University of South Alabama. When Bryan is not working diligently at being the best insurance agent and business owner he can be, he can be found spending a lot of his free time with his wife Courtney, daughter Carsyn, and son Bryan Jr.



OFFICE OF MAYOR

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5700
Fax: 228-868-5800

January 10, 2023

City Hall
2309 15th St.
Gulfport, MS 39501

Council President F.B. "Rusty" Walker, IV
Councilman Kenneth Casey
Councilman Ronnie Roland
Councilwoman Ella Holmes-Hines
Councilman Myles Sharp
Councilman R.Lee Flowers
Councilman Richard Kosloski

Dear Council Members,

I respectfully submit to you for consideration the reappointment of Mr. Keith Williams to serve on the City of Gulfport Planning Commission – At Large D position.

He is a lifelong resident of Gulfport, a current employee of Machado Patano Engineering Group, and has served for many years on the Planning Commission.

Keith tirelessly gives of his time to our community, and I am confident in his continued commitment to serve on the Planning Commission. Your ratification of his reappointment will be greatly appreciated. His term will expire October 31, 2025.

Best Regards,

A handwritten signature in blue ink, appearing to read "Billy Hewes", written in a cursive style.

Billy Hewes
Mayor

TABLE OF CONTENTS

WARD 2

PARCEL	LOCATION	OWNER
0911A-02-082.000	227 PALMETTO LN	CAST HOLDINGS, LLC

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5790

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

December 22, 2022

CAST HOLDINGS, LLC
227 PALMETTO LN
GULFPORT, MS 39507

Reference: Tax Parcel Number: 0911A-02-082.000
227 PALMETTO LN

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
VACANT STRUCTURE, IPMC 301.3	BOARD UP AND SECURE OPENINGS <u>(ALL OPEN / BROKEN WINDOWS)</u>

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 01/17/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Josh Troutman

Josh Troutman - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: RON ROLAND

Case Number: 10613

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5790
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

December 22, 2022

CAST HOLDINGS, LLC
11058 CHANNELSIDE DR.
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0911A-02-082.000
227 PALMETTO LN

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

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Josh Troutman

Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND

Case Number: 10613



CODE ENFORCEMENT DIVISION

P.O. Box "S"

Gulfport, MS 39502-1780

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2210 15th St.

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Respectfully yours,

Josh Troutman
Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND

Case Number: 10613

Dec 22 2022



Dec 22 2022

MEMORANDUM – CITY OF GULFPORT

Date: JANUARY 3, 2023

To: Mayor Billy Hewes
City Council Members

From: Adam Cooper, Chief of Police
Code Enforcement Division

Re: Code Enforcement Resolutions To Declare Property In A State Of
Uncleanliness And A Menace To The Public Health And Safety Of The
Community And To Authorize Lot Clean-Up and/or Demolitions, And
For The Authority To Advertise For Bids To Be Presented To The City
Council On The 17TH Day Of January, 2023.

Please place the attached item on the above referenced council agenda for approval/authorization to advertise.

MEMORANDUM – CITY OF GULFPORT

Date: **JANUARY 3, 2023**

To: **Mayor Billy Hewes**
 City Council Members

From: **Police Department**
 Code Enforcement Division

Subject: **Approval To Advertise**

RE: **Resolutions Declaring Property In A State Of Uncleanliness To Be A Menace To The Public Health And Safety Of The Community And Authorizing Lot Clean-Up and/or Demolitions And For The Approval To Advertise For Bids To Be Presented On The 17th Day Of January, 2023, To The City Council:**

WARD 2

Parcel 1: 0911A-02-082.000. Beg At Intersection Of S Margin Of Rr St & E Margin Of Palmetto Ave For Beg S 188.5 Ft To N Line Of 30 Ft St E 180 Ft N 237.8 Ft M Or L To S Margin Of Rr St W 179 Ft To Beg Sketch Bk 454 Pg 378 Sec 1-8-11. 227 Palmetto Ln. Board Up And Secure Openings. (Cast Holdings, Llc) Case: 10613

There came on for consideration at a meeting of the Mayor and members of the Council of the City of Gulfport, Mississippi, held on the **17th** day of **January, 2023**, the following Resolution:

A RESOLUTION OF THE MAYOR AND MEMBERS OF THE COUNCIL OF THE CITY OF GULFPORT FINDING AND ADJUDICATING THAT THE HEREIN DESCRIBED PARCELS OF LAND ARE IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND AUTHORIZING ADVERTISEMENT FOR BIDS TO HAVE LAND CLEANED AND TO ASSESS THE COSTS TO THE SAID PROPERTIES

WHEREAS, Mayor and members of the Council of the City of Gulfport finds, determines, and adjudicates, based upon the investigation of the City's Department of Urban Development Code Enforcement Division, that the parcels of land described below are in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community; and

WHEREAS, said properties, as described herein, are lying and being within the City of Gulfport, First Judicial District, Harrison County, Mississippi; and

WHEREAS, the parcels investigated by the Department of Urban Development Code Enforcement Division and recommended by them for adjudication as being parcels in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community are as follows:

Parcel 1: 0911A-02-082.000. Beg At Intersection Of S Margin Of Rr St & E Margin Of Palmetto Ave For Beg S 188.5 Ft To N Line Of 30 Ft St E 180 Ft N 237.8 Ft M Or L To S Margin Of Rr St W 179 Ft To Beg Sketch Bk 454 Pg 378 Sec 1-8-11. 227 Palmetto Ln. Board Up And Secure Openings. (Cast Holdings, Llc) Case: 10613

WHEREAS, the Mayor and members of the Council of the City of Gulfport further **find**, determine and adjudicate that advertisement for bids to clean the above referenced properties

should be made in the form and manner by law provided; and

WHEREAS, the Mayor and members of the Council further find, determine and adjudicate that the cost of the demolition and lot cleanup shall not exceed the aggregate amount of \$20,000.00 per parcel shall be a lien against said property and shall be enrolled in the office of the Circuit Clerk of the First Judicial District of Harrison County, Mississippi as other judgments are enrolled, and thereafter, the Tax Collector of the Municipality shall, upon order of the Mayor and members of the Council, proceed to sell the herein described land to satisfy said lien as now provided by law for the sale of land for delinquent municipal taxes.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND MEMBERS OF THE COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the City Clerk be and is hereby authorized to advertise for bids to clean the property described above lying and being within the City of Gulfport, First Judicial District of Harrison County, Mississippi.

SECTION 3. That the cost of cleanup of the herein described property, including any penalty assessed, shall be a lien against said property and shall be enrolled in the office of the Circuit Clerk of the First Judicial District of Harrison County, Mississippi, and thereafter, the Tax Collector of the City, shall, upon order of the Mayor and members of the Council, proceed to sell the land to satisfy said lien as now provided by law for the sale of lands delinquent municipal taxes.

Councilmember _____ moved the adoption of the Resolution, which motion was seconded by Councilmember _____. Upon being put to a roll call vote, the following ballots

were cast:

YEAS:

NAYS:

ABSENT:

WHEREUPON the President declared the motion carried and the Resolution adopted, this
the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT OF THE COUNCIL

The above and foregoing Resolution having been submitted to and approved by the
Mayor, this the _____ day of _____, 2023.

APPROVED:

MAYOR

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: December 15, 2022

Re: Zoning Map Amendment 2208PC145:
Remanded Back By City Council

Zoning Map Amendment 2208PC145, by agent M & P Development, LLC., tax parcels 1011C-01-010.000, 1010N-04-029.000, Request to rezone from T4L (General Urban Zone "Limited") and T4+ (General Urban Zone "Plus"), to T5 (Urban Center Zone), Ward 2

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2208PC145

Hearing Date: August 25, 2022

Current Zoning/Use: T5, T4L, T4+ / Vacant Land

Legal: Zoning Map Amendment 2208PC145, by agent M & P Development, LLC., tax parcels 1011C-01-010.000, 1010N-04-029.000, Request to rezone from T4L (General Urban Zone Limited) and T4+ (General Urban Zone "Plus"), to T5 (Urban Center Zone), Ward 2

TECHNICAL DETAILS

Amendment of the Zoning Ordinance, including the zoning map, is intended to carry out the objective of a sound, stable, and desirable environment. Casual amendment of the ordinance would be detrimental to the achievement of that objective. Therefore, the ordinance dictates that a property should be considered for rezoning only when one or more of the following conditions prevail according to the Mississippi case law:

When requesting rezoning of real property, **an applicant must prove, by clear and convincing evidence**, one of the following:

1. That there was a mistake in the original zoning, or
2. That the character of the neighborhood has changed to such an extent as to justify reclassification, **and** that there was a public need for rezoning.

The applicant requests to rezone approximately 9.0 acres of property from T5, T4L, and T4+ zoning district to a T5 (Urban Center Zone) zoning district. Currently, the property is vacant land and is split zoned; therefore, the applicant wishes to rezone the property to a T5 zoning district. The purpose of this change of zoning is to construct a luxury RV park owned by POC Holding, Inc. In addition, the current zoning does not allow for this use in a T4+ (General Urban Zone "Plus") nor in a T4L (General Urban Zone "Limited") zoning district. The Recreational Vehicle park is allowable in a T5 (Urban Center Zone) through planning commission approval, hence the reason for the rezoning.

The applicant has chosen public need and change in condition for change of the current zoning district:

1. Mistake or error is not addressed by the applicant.
2. Need is addressed by the applicant as "with new commercial growth and other economic factors show a clear and pressing need for these properties to be zoned for the use requested. Furthermore, there are insufficient accommodations for recreational vehicles in

Technical Report

Zoning Map Amendment

this area and in Gulfport and Harrison County in general.” “This will offer a heretofore-unavailable luxury RV park within the city limits of Gulfport, Mississippi at this strategic intersection. Cowan-Lorraine Road is only one of three roads in Gulfport, Mississippi that connects direct to Interstate 10.”

3. The applicant has also used a change in condition as a reason for rezoning. The applicant states, “There has been a very significant change of circumstances and change of use in the neighborhood since the property was last zoned. Cowan-Lorraine Road has now become the second most heavily traveled north-south corridor in the city of Gulfport. The Mississippi Department of Transportation shows that the traffic count of the intersection of Highway 90 and Cowan-Lorraine Road is 28,000 per day on Cowan-Lorraine Road and 12,000 on Highway 90. These roads are heavily traveled, and the use of property and the statistical analysis of the property, shifts in population.”

EXECUTIVE SUMMARY

Currently, the subject property split-zoned with a T5, T4L, and T4+ zoning district that render the property non-conforming by city standards. Thus by rezoning the property to one initial zoning district would correct the non-conformity.

Any approval should consider these conditions:

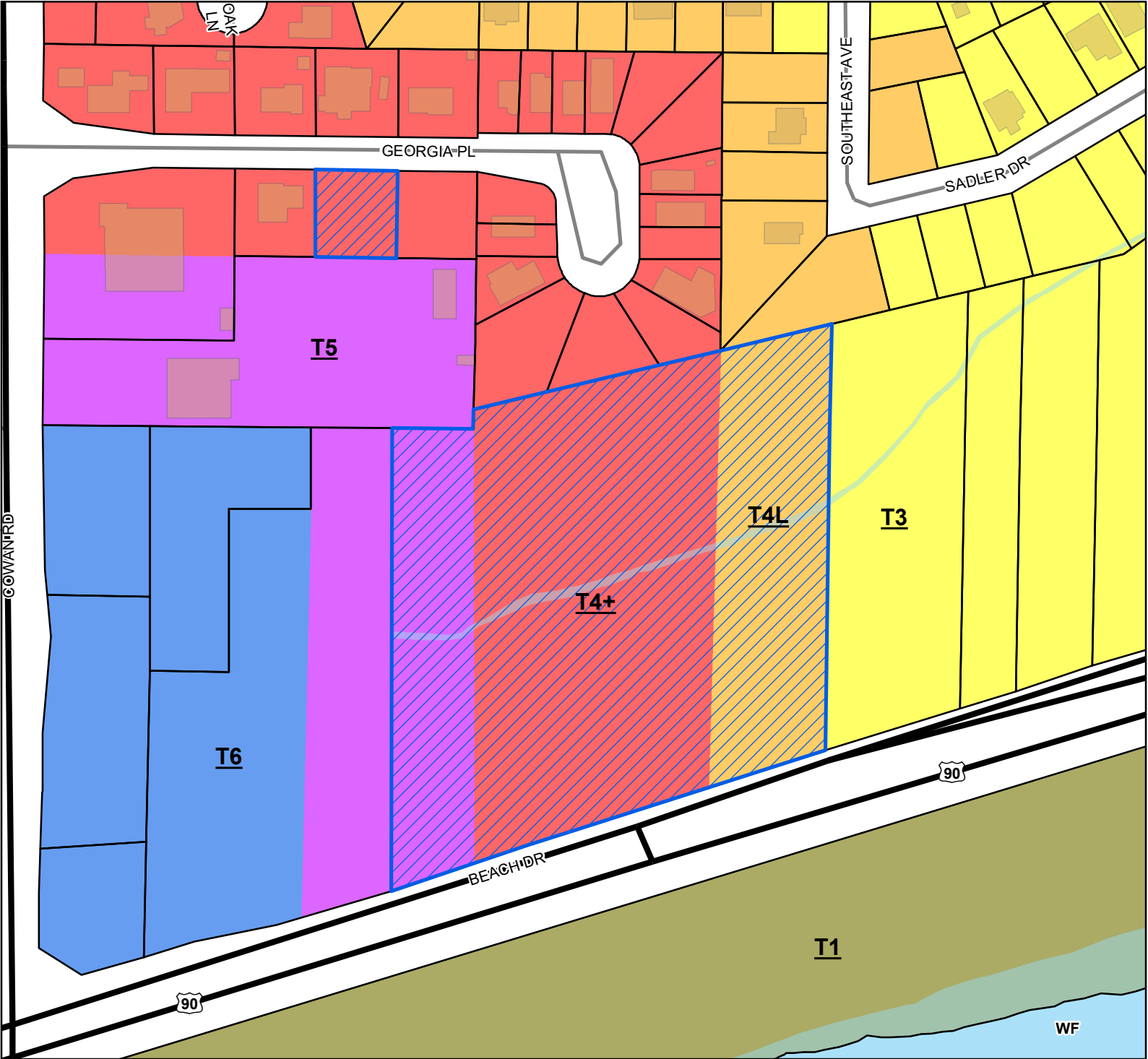
1. Approval grants the rezoning of subject property from T5, T4L, and T4+ to T5 (General Urban Zone).

DIRECTOR APPROVAL

This report has been reviewed and approved by:

Greg Pietrangelo
Director of Urban Development Department





- Site
- US or State Highway
- Street
- Parcels
- Buildings
- Water Features

Smart Code

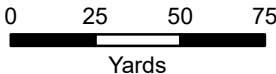
- T6
- T5
- T4+
- T4L
- T3
- T1

Zoning

- WF - Water Front

Site Information

1011C-01-010.000
1010N-04-029.000
Zoning: T4+ (General Urban Zone Plus)
T4L (General Urban Zone Limited)
Size: 6.8 acres



1 inch = 170 feet



DATA DISCLAIMER: All information that is provided on this map is believed to be correct. However, no liability is assumed by the City of Gulfport for errors in substance or form of any of the materials published on this map. The GIS Division, City of Gulfport, provides the information represented on this map as a service to the community and makes every effort possible to provide quality information. However, no claims, promises, or guarantees about the accuracy, completeness, or adequacy of the information contained on this map are expressed or implied.



CITY OF GULFPORT
Urban Development - Planning Division
1410 24th Avenue
Gulfport, MS 39501
(228) 868-5710

For Staff Use Only

Case File #: 2208PC145Date Received: 7-5-2022

Receipt #: _____

Received By: _____

Zoning: _____

Ward: _____ Flood: _____

APPLICATION FOR ZONING MAP AMENDMENT/LAND USE RECLASSIFICATION (SMARTCODE)

Property Information

TAX PARCEL #

1	0	1	1	C
1	0	1	0	N

 -

0	1
0	4

 -

0	1	0
0	2	9

 •

0	0	0
0	0	0

(If necessary, use separate sheet of paper)

Address of Property Involved: The first parcel is on East Beach Blvd. just east of Cowan Lorraine Rd. and the second parcel isLot(s) 8, Block(s) _____, Subdivision Jim AllenGeneral Location: North of Highway 90, East of Cowan Lorraine Road.

GENERAL DESCRIPTION OF REQUEST:

Rezzone both parcels to T5.

OWNERSHIP AND CERTIFICATION:

I hereby certify that I have read and understand this application and that all information and attachments are true and correct. I also certify that I agree to comply with all applicable city codes, ordinances and state laws. Finally, I certify that I am the owner of the property involved in this request or have authorization to act as the owner's agent for the herein described request.

OWNER

AGENT

POC Holdings, Inc.

M & P Development, LLC

Printed Name Of Owner

Printed Name Of Agent

P.O. Box 516

1900 Destrehan Avenue

Mailing Address

Mailing Address

Magee MS 39111

Harvey LA 70058

City State Zip code

City State Zip code

(601) 948-6627

(504) 347-1196

Home Phone Work/Cell Phone

Home Phone Work/Cell Phone

nlewelly@priorityonebank.com

pete@petevicari.com

Email

Email

Signature Of Owner

Signature Of Agent

If the property or properties listed above have more than one owner, please check this box. In the case of multiple owners, reverse side must be completed. Each additional owner will need to complete and sign the reverse side of this application. We can only accept applications with original signatures.



SECTIONS A. THROUGH G. MUST BE SUBMITTED FOR A COMPLETE APPLICATION.



CITY OF GULFPORT
Urban Development - Planning Division
1410 24th Avenue
Gulfport, MS 39501
(228) 868-5710

For Staff Use Only

**APPLICATION FOR ZONING MAP
AMENDMENT/LAND USE
RECLASSIFICATION (SMARTCODE)**

Property Information

TAX PARCEL #	1	0	1	1	C	-	0	1	-	0	1	0	●	0	0	0
	1	0	1	0	N	-	0	4	-	0	2	9	●	0	0	0
						-			-				●			

(If necessary, use separate sheet of paper)

Case File #: _____

Date Received: _____

Receipt #: _____

Received By: _____

Zoning: _____

Ward: _____ Flood: _____

Address of Property Involved: The first parcel is on East Beach Blvd. just east of Cowan Lorraine Rd. and the second parcel isLot(s) 8, Block(s) _____, Subdivision Jim AllenGeneral Location: North of Highway 90, East of Cowan Lorraine Road.**GENERAL DESCRIPTION OF REQUEST:**Rezone both parcels to T5.**OWNERSHIP AND CERTIFICATION:**

I hereby certify that I have read and understand this application and that all information and attachments are true and correct. I also certify that I agree to comply with all applicable city codes, ordinances and state laws. Finally, I certify that I am the owner of the property involved in this request or have authorization to act as the owner's agent for the herein described request.

OWNER

POC Holdings, Inc.

Printed Name Of Owner

P.O. Box 516

Mailing Address

Magee MS 39111

City State Zip code

(601) 948-6627

Home Phone Work/Cell Phone

nlewelly@priorityonebank.com

Email

Signature Of Owner

AGENT

M & P Development, LLC

Printed Name Of Agent

1900 Destrehan Avenue

Mailing Address

Harvey LA 70058

City State Zip code

(504) 347-1196

Home Phone Work/Cell Phone

pete@petevicari.com

Email

Signature Of Agent

If the property or properties listed above have more than one owner, please check this box. In the case of multiple owners, reverse side must be completed. Each additional owner will need to complete and sign the reverse side of this application. We can only accept applications with original signatures.

☐
SECTIONS A. THROUGH G. MUST BE SUBMITTED FOR A COMPLETE APPLICATION.

SUPPLEMENT NO. 1 TO APPLICATION FOR ZONING MAP AMENDMENT

CHANGE AND NEED

The two properties sought to be rezoned are both located in the northeast corner of U.S. Highway 90 and Cowan-Lorraine Road. Parcel No. 1 is a larger tract consisting of 9 acres, and it is presently split-zoned as T5, T4+ and TL. The Second Parcel fronts on Georgia Place Road and is presently zoned T4+. These two parcels consist of only part of the ownership of the Applicant's property. The balance of the property being zoned T5. The purpose of this change of zoning is to construct a luxury RV park on 4 parcels of property owned by POC Holdings, Inc. as reflected on the deed attached to the application. In addition to being split-zoned and constituting a jumble of different zoning at this particular location, there has been a very significant change of circumstances and change of use in the neighborhood since the property was last zoned. Cowan-Lorraine Road has now become the second most heavily traveled north-south corridor in the city of Gulfport. The Mississippi Department of Transportation shows that the traffic count of the intersection of Highway 90 and Cowan-Lorraine Road is 28,000 per day on Highway 90 and 12,000 per day on Cowan-Lorraine Road. Highway 90 and Cowan-Lorraine Road are heavily traveled, and the use of property and the statistical analysis of the property, shifts in population, new commercial growth and other economic factors show a clear and pressing need for these properties to be zoned for the use requested. Furthermore, there are insufficient accommodations for recreational vehicles in this area and in Gulfport and Harrison County in general. This will offer a heretofore unavailable luxury RV park within the city limits of Gulfport, Mississippi at this strategic intersection. Cowan-Lorraine Road is only one of three roads in Gulfport, Mississippi that connects directly to Interstate 10.

SUPPLEMENT NO. 2 TO APPLICATION FOR ZONING MAP AMENDMENT

INTEREST OF AGENT

The interest of the agent applying for this zoning map amendment is that it has a contract for the purchase of the property herein sought to be rezoned with the owner, POC Holdings, Inc. which said contract is contingent upon obtaining this zoning request. A copy of that contract will be furnished upon request.

SUPPLEMENT NO. 3 FOR ZONING MAP AMENDMENT

DEVELOPMENT SCHEDULE

Development of the Luxury RV site planned on this property will begin immediately upon final rezoning of all of the two parcels to T5. Construction is expected to take 9 months to 12 months.

SUPPLEMENT NO. 4 TO APPLICATION FOR ZONING MAP AMENDMENT

EFFECT OF REZONING

This rezoning will have a very significant and positive impact upon the City of Gulfport and the property in this area. At the present time, this significant corner on two major thoroughfares is a mix of T5, T4, T4+, and T6. This property needs to be rezoned in order to bring these parcels into compliance with zoning of the other parcels on this strategic and important corner. The development of this property into a luxury RV park is consistent with the comprehensive plan and is needed in this tourist-oriented economy. Recreational Vehicles are attracted to this area because of the climate, beach, casinos, and many other attractions that draw these sophisticated vehicles. This will have an extremely large impact upon tourist income, ad valorem income, sales tax income, employment, and tourist attraction to this area.

SUPPLEMENT NO. 5 TO APPLICATION FOR ZONING MAP AMENDMENT

The property to be rezoned is situated with excellent transportation facilities located on U.S. Highway 90, which is a four-lane highway at that point with turn lanes onto Cowan-Lorraine Road, and Lorraine Road, which is a four-lane highway (Highway 605) with turning bays at that location. The property is served by City water, sewer and garbage collection and is next door to a City fire station so fire protection is immediately at the site. The site is served by the Gulfport Police Department and enjoys all of the City facilities available in Gulfport, Mississippi. There will not be an overabundance of traffic produced by this RV site. Luxury RVs consist of one pulling vehicle and a trailer or one vehicle which is self-contained. They only enter and exit when coming or leaving, and some, but not all, may pull an automobile. Entering and leaving traffic will be at a minimum. The property has access on Cowan-Lorraine Road and U.S. Highway 90, and entrances thereto are more than adequate to handle the small amount of traffic generated. As stated at other parts of this application, this development is in the orderly and appropriate development of the area where it is located and is, as hereto forth stated, the highest and best use for this location.

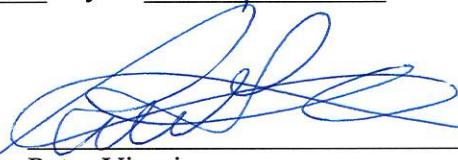
CONSENT ACTION OF M & P DEVELOPMENT, LLC

This Consent Action is executed by Peter Vicari as the sole owner, member, manager and interested party of M & P Development, LLC.

I hereby approve and ratify the application for zoning map amendment to be filed with the Gulfport, Mississippi Planning Commission to rezone two tax parcels (1011C-01-010.000 and 1010N-04-029.000) to T5 zoning. These tax parcels are presently owned by POC Holdings, Inc. but are under contract to my LLC, and they are located on the northeast corner of U.S. Highway 90 and Cowan-Lorraine Road in Gulfport, Mississippi.

I fully authorize myself and my Attorney, Virgil G. Gillespie, to file this application and to pursue that application to conclusion.

Witness my signature and seal this the 5th day of July 2022.



Peter Vicari

(Seal)

POC Holdings, Inc.
Special Board Meeting
June 30, 2022

A special meeting of the Board of Directors was held today with the following members present: Robert Barnes, Adam Carlson, and Jenny Herrington. The purpose of the meeting was to replace Adam Carlson as Secretary of the Corporation and consider procedures necessary to sell certain real estate owned by the company, particularly 1410 E. Beach Blvd, Gulfport, Mississippi.

Because of the nature of the property located at 1410 E. Beach Blvd and upon motion and second, the Board unanimously approved POC Holdings, Inc., be authorized to apply for a zoning variance with the City of Gulfport, as it relates to certain parcels of land located at 1410 E. Beach Blvd, Gulfport, Mississippi.

Upon further motion and second, the Board unanimously approved the Corporate Secretary be authorized to sign on behalf of POC Holdings, Inc., said Application for Zoning Map Amendment/Land Use Reclassification and/or Application for Variance.

Upon further motion and second, the Board unanimously approved Nicole Lewellyn to replace Adam Carlson as Corporate Secretary and that the Corporate Secretary: further be authorized to execute sales contracts, deeds, closing statements, and any other documents relating to the sale of real estate.

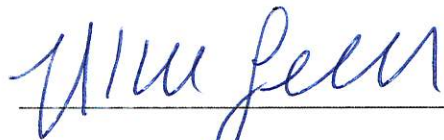
- Nicole Lewellyn, Secretary

further be authorized to execute sales contracts, deeds, closing statements, and any other documents relating to the sale of real estate.

There being no further business to come before the board, the meeting was adjourned.



Adam Carlson, Treasurer



Nicole Lewellyn, Corporate Secretary



Jenny Herrington, Vice President

AGENT AUTHORIZATION FORM

PROPERTY LEGAL DESCRIPTION:

1432 Georgia Pl, Gulfport, MS
PARCEL # 1010N-04-029.000
Lot 8, Jim Allen Subdivision,

1410 E. Beach Blvd, Gulfport, MS
PARCEL # 1011C-01-010.000
Lot # not listed on tax detail and is not in a subdivision

Please print:

Property Owner: POC Holdings, Inc.

The undersigned, registered property owners of the above noted property, do hereby authorize

Peter Vicari (M & P Development, LLC)
(Agent)

to act on my behalf and take all actions necessary with the Gulfport Planning and Zoning Department for the purposes of seeking rezoning approval(s) of said properties.

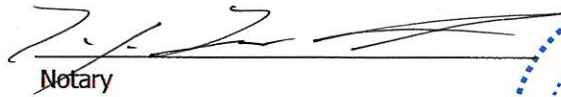
Property Owner's Address (if different than property above):

P.O. Box 516, Magee, MS 39111

Telephone: 601-721-1995

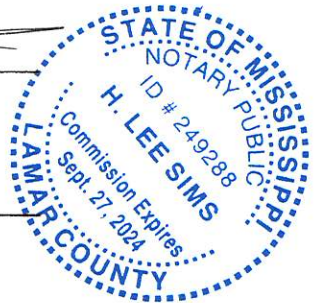
We hereby certify the above information submitted in this application is true and accurate to the best of our knowledge.


Authorized Signature (Owner)


Notary

Date: 6/30/22

Date: 6/30/22



GILLESPIE LAW FIRM

VIRGIL G. GILLESPIE

July 5, 2022

City of Gulfport Urban Development-Planning Division
1410 24th Ave.
Gulfport, MS 39501

Re: Application for Zoning Map Amendment

Filed on behalf of POC Holdings Inc. as Owner and M&P Development LLC as Agent

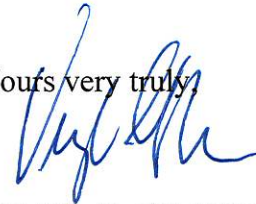
Gentlemen:

I enclose herewith the following:

1. Application for Zoning Map Amendment Page 1 signed in duplicate originals by the Owner and Agent.
2. Deed to all of the property showing it to be owned by POC Holdings Inc, the Owner.
3. Supplement number 1 change and need
4. Supplement number 2 interest of Agent
5. Supplement number 3 development schedule
6. Supplement number 4 effect of rezoning
7. Supplement number 5 statement regarding transportation facilities, water, sewer, etc.
8. Gulfport Zoning Map showing the properties involved
9. Consent action of M&P Development LLC authorizing this filing
10. Board meeting of POC Holdings Inc authorizing this filing
11. Agent authorization form whereby POC Holdings Inc appoints M&P Development LLC as Agent
12. Check for \$175.00 as a filing fee

Thank you for your attention in this matter.

Yours very truly,



VIRGIL G. GILLESPIE
Attorney at Law

VGG/tn

Cc: POC Holdings Inc
M&P Development

The map displays a coastal region with the following features:

- Streets:** Georgia Pl, Town Ship Rd, Cowan Rd, Beach Dr, Century Oaks Dr, Ocean View Dr, and Laurel Dr.
- Lot Numbers:** Various lots are numbered, including 1402, 1404, 1406, 1408, 1410, 1412, 1414, 1416, 1418, 1420, 1422, 1424, 1426, 1428, 1430, 1432, 1434, 1436, 1438, 1440, 1442, 1444, 1446, 1448, 1450, 1452, 1454, 1456, 1458, 1460, 1462, 1464, 1466, 1468, 1470, 1472, 1474, 1476, 1478, 1480, 1482, 1484, 1486, 1488, 1490, 1492, 1494, 1496, 1498, 1500, 1502, 1504, 1506, 1508, 1510, 1512, 1514, 1516, 1518, 1520, 1522, 1524, 1526, 1528, 1530, 1532, 1534, 1536, 1538, 1540, 1542, 1544, 1546, 1548, 1550, 1552, 1554, 1556, 1558, 1560, 1562, 1564, 1566, 1568, 1570, 1572, 1574, 1576, 1578, 1580, 1582, 1584, 1586, 1588, 1590, 1592, 1594, 1596, 1598, 1600, 1602, 1604, 1606, 1608, 1610, 1612, 1614, 1616, 1618, 1620, 1622, 1624, 1626, 1628, 1630, 1632, 1634, 1636, 1638, 1640, 1642, 1644, 1646, 1648, 1650, 1652, 1654, 1656, 1658, 1660, 1662, 1664, 1666, 1668, 1670, 1672, 1674, 1676, 1678, 1680, 1682, 1684, 1686, 1688, 1690, 1692, 1694, 1696, 1698, 1700, 1702, 1704, 1706, 1708, 1710, 1712, 1714, 1716, 1718, 1720, 1722, 1724, 1726, 1728, 1730, 1732, 1734, 1736, 1738, 1740, 1742, 1744, 1746, 1748, 1750, 1752, 1754, 1756, 1758, 1760, 1762, 1764, 1766, 1768, 1770, 1772, 1774, 1776, 1778, 1780, 1782, 1784, 1786, 1788, 1790, 1792, 1794, 1796, 1798, 1800, 1802, 1804, 1806, 1808, 1810, 1812, 1814, 1816, 1818, 1820, 1822, 1824, 1826, 1828, 1830, 1832, 1834, 1836, 1838, 1840, 1842, 1844, 1846, 1848, 1850, 1852, 1854, 1856, 1858, 1860, 1862, 1864, 1866, 1868, 1870, 1872, 1874, 1876, 1878, 1880, 1882, 1884, 1886, 1888, 1890, 1892, 1894, 1896, 1898, 1900, 1902, 1904, 1906, 1908, 1910, 1912, 1914, 1916, 1918, 1920, 1922, 1924, 1926, 1928, 1930, 1932, 1934, 1936, 1938, 1940, 1942, 1944, 1946, 1948, 1950, 1952, 1954, 1956, 1958, 1960, 1962, 1964, 1966, 1968, 1970, 1972, 1974, 1976, 1978, 1980, 1982, 1984, 1986, 1988, 1990, 1992, 1994, 1996, 1998, 2000.
- Zoning Designations:** T6, T5, T4L, T3, T1, and WF.
- Shaded Areas:** A large area in the center is shaded with diagonal lines, and a large area at the bottom is labeled 'WF'.

Streets

County Streets

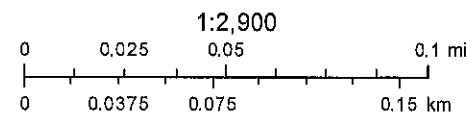
<all other values>

Interstate Highway
Principal Arterial
Collector

— Minor Arterial
Military
Address Points

-  Parcels
-  Buildings
-  Hybrid Zones

 Hybrid
 Wards





J. Henderson 1st Judicial District
Instrument 2016 4758 D -J1
Filed/Recorded 7/11/2016 11:05 A
Total Fees \$ 17.00
14 Pages Recorded

Prepared by:

Derek A. Henderson, MSB #2260
1765-A Lelia Drive, Suite 103
Jackson, MS 39216
(601) 948-3167

Return to:

Derek A. Henderson, MSB #2260
1765-A Lelia Drive, Suite 103
Jackson, MS 39216
(601) 948-3167

Indexing Instructions:

Parcel 1: Exempt; Parcel 2: S31-T7S-R10W, Harrison County, First Judicial District, MS; Parcel 3: Parts of Lots 4 & 5 and the Blackman Lot of the Uriel Wright S/D; Parcel 4: S6-T8S-R10W, Harrison County, First Judicial District, MS; Parcel 5: SW 1/4 of SE 1/4 of SE S31-T7S-R10W, Harrison County, First Judicial District, MS

SUBSTITUTE TRUSTEE'S DEED

Name, Address and Phone Number of Grantor

Derek A. Henderson, Trustee
1765-A Lelia Drive, Suite 103
Jackson, MS 39216
(601) 948-3167

Name, Address and Phone Number of Grantee

POC Holdings, Inc.
PO Box 516
Magee, MS 39111
(601) 948-6627

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, on the 28th day of February, 2013, Cowan Road & Highway 90, LLC executed a Deed of Trust to Robert J. Barnes, Trustee for the benefit of PriorityOne Bank, said Deed of Trust is recorded as Instrument No. 2013-2486T-J1 in the Office of the Chancery Clerk of the First Judicial District, Harrison County, Mississippi and which was modified by a Modification of Deed of Trust dated December 27, 2013 and recorded as Instrument No. 2014-470T-J1 which modified and provided for the final maturity date to July 1, 2014;

WHEREAS, the aforesaid PriorityOne Bank, the holder of said Deed of Trust and the promissory note secured thereby, substituted Derek A. Henderson as Trustee therein as authorized by the terms thereof, by instrument dated October 28, 2015 and recorded November 4, 2015, in the Office of the Chancery Clerk of the First Judicial District, Harrison County, Mississippi, as Instrument No. 2015-9593T-J1;

WHEREAS, default having been made in the terms and conditions of said Deed of Trust recorded and the entire debt secured thereby, having been declared to be due and payable in accordance with the terms of said Deed of Trust, and the legal holder of said indebtedness, PriorityOne Bank, having requested the undersigned Trustee to execute the trust and said Deed of Trust for the purpose of raising the sums due thereunder together with attorney's fees, Trustee's fees and expenses of sale; and

WHEREAS, the undersigned Trustee after posting and publication of Notice of Sale as required by the terms of the Deed of Trust and the laws of the State of Mississippi, within the legal hours (being the hours of 11:00 a.m. and 4:00 p.m.) on the 30th day of June, 2016, at the East Front Door of the Harrison County First Judicial District Courthouse at Gulfport, Mississippi;

WHEREAS, at such sale, POC Holdings, Inc. bid the sum of \$1,870,481.00; and

WHEREAS, said bid by POC Holdings, Inc. was the highest bid;

NOW, THEREFORE, I DEREK A. HENDERSON, Trustee, in consideration of the sum of \$1,870,841.00, do hereby sell and convey to POC Holdings, Inc., the following described property located and situated in Harrison County, State of Mississippi, to-wit:

PARCEL 1:

Lot 8, Jim Allen Subdivision, as per the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 20 at Page 4.

AND ALSO:

Lot Ten (10) Jim Allen Subdivision, a subdivision according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi, in Plat Book 20 at Page 4 thereof reference to which is hereby made in aid of and as a part of this description.

PARCEL 2:

Lots Eleven (11) and Twelve (12), Jim Allen Subdivision, according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District, Harrison County, Mississippi, in Plat Book 20 at Page 4.

LESS AND EXCEPT:

Begin at the point of intersection of the Southern line of grantors property with the centerline of construction of State Project No. 94-9371-00-005-10 at Highway Survey Station 1+317.947; from said point of beginning run thence South 89 degrees 40' 30" West along said Southern property line, a distance of 1.556 meters (5.105 feet) to the present Eastern right-of-way line of Cowan Road; thence run North 00 degrees 03' 57" West along the present Eastern right-of-way line of said Cowan Road, a distance of 33.269 meters (109.150 feet) to the present Southern right-of-way line of Georgia Place; thence run South 89 degrees 50' 03" East along the present Southern right-of-way line of said Georgia Place, a distance of 62.110 meters (203.773 feet) to a point on the present Southern right-of-way line of Georgia Place that is 5.534 meters (18.156 feet) Southerly of and perpendicular to the centerline of survey of Georgia Place relocation at Station 1+094.792 as shown on the plans for said project at Station 1+375.330; thence run South 82 degrees 11' 43" West a distance of 30.125 meters (98.835 feet); thence run South 58 degrees 17' 08" West, a distance of 12.809 meters (42.024 feet) to a point that is 20.000 meters (65.617 feet) Easterly of and perpendicular to the centerline of construction of said project at Station 1+340; thence run South 00 degrees 35' 04" East along a line that is 20.000 meters (65.617 feet) Easterly of and parallel with the centerline of construction of said project, a distance of 22.144 meters (72.651 feet) to the Southern line of grantors property; thence run South 89 degrees 40' 30" West along said Southern property line, a distance of 20.000 meters (65.617 feet) to the point

of beginning, containing 0.085 hectares (0.211 acres), more or less, and being situated in and a part of Lots 11 and 12 of Jim Allen Subdivision in Plat Book 20, Page 4 in the Chancery Clerk's Office, City of Gulfport, First Judicial District, Harrison County, Mississippi, Section 31, Township 7 South, Range 10 West.

AND ALSO:

A parcel of land situated in Section 31, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Beginning at the Southwest corner of Lot 12 of JIM ALLEN SUBDIVISION, thence run East along the South line of said subdivision a distance of 595 feet to the Southeast corner of Lot 7 of said subdivision; thence run South and perpendicular in the South line of said subdivision a distance of 104 feet; thence run West and along the North line of the property of the City of Gulfport, a distance of 595 feet to the East margin of Cowan Road; thence run North and along said East margin of Cowan Road a distance of 104 feet to the Point of Beginning.

LESS AND EXCEPT:

Begin at the point of intersection of the Northern line of grantors property with the centerline of construction of State Project No. 94-9371-00-005-10 at Highway Survey Station 1+317.947; from said point of beginning run thence North 89 degrees 40' 30" East along said Northern property line, a distance of 20.000 meters (65.617 feet); thence run South 00 degrees 35' 04" East along a line that is 20.000 meters (65.617 feet) Easterly of and parallel with the centerline of construction of said project, a distance of 32.216 meters (105.696 feet) to the Southern line of grantors property thence run North 89 degrees 46' 16" West along said Southern property line, a distance of 21.838 meters (71.647 feet) to the present Eastern right-of-way line of Cowan Road; thence run North 00 degrees 05' 00" West along the present Eastern right-of-way line of said Cowan Road, a distance of 32.005 meters (105.003 feet) to the Northern line of grantors property; thence run North 89 degrees 40' 30" East along said Northern property line, a distance of 1.556 meters (5.105 feet) to the Point of Beginning, containing 0.070 hectares (0.172 acres), more or less and being situated in and a part of the Southwest 1/4 of the Southeast 1/4 of Section 31, Township 7 South, Range 10 West, City of Gulfport, First Judicial District, Harrison County, Mississippi.

LESS AND EXCEPT from Parcels 1 and 2 above that portion of the Parcels 1 and 2 conveyed to the City of Gulfport by Special Warranty Deeds recorded as Instrument No. 2009-8397D-J1 and Instrument No. 2009-8399D-J1, more particularly described as follows:

PARCEL A:

That certain parcel of land and property off of the East end of parcel conveyed to Cowan Road and Highway 90, LLC by Land Deed Record Instrument No. 2007-8630D-J1 situated in the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 31, Township 7 South, Range 10 West, in the City of Gulfport, First Judicial District of Harrison

County, Mississippi, more particularly described as follows, to-wit:

Beginning at a 3/4 inch iron pipe being the Southeast corner of Lot 7 of Jim Allen Subdivision on file and of record in Plat Book 20, Page 4, in the Office of the Chancery Clerk in the First Judicial District of Harrison County, Mississippi; thence South 00 degrees 05 minutes 30 seconds West 104.25 feet along the West line of Georgia Place Subdivision on file and of record in Plat Book 37 at Page 20 in the aforesaid Chancery Clerk's office, to the Northeast corner of the property conveyed to the City of Gulfport per Deed Book 574 at Page 499 in the aforesaid Chancery Clerk's office and a 1/2 inch iron rod; thence North 89 degrees 50 minutes 18 seconds West 75.00 feet along the North line of said property now or formerly of Gulfport to a 1/2 inch iron rod; thence North 00 degrees 05 minutes 30 seconds East 104.21 feet to the South line of Lot 7 of said Jim Allen Subdivision and a 1/2 inch iron rod; thence South 89 degrees 52 minutes 19 seconds East 75.00 feet to the Point of Beginning.

Said parcel contains 0.179 acres, more or less, shown and described as "Parcel B Boundary Description" on Plat of Survey prepared by J. Colter Ratcliff, Professional Surveyor, as of September 4, 2009.

PARCEL B:

Those certain parcels of land and property that together contain a contiguous parcel, situated and being in Section 31, Township 7 South, Range 10 West, in the City of Gulfport, First Judicial District of Harrison County, Mississippi, and being a part and parcel of the property conveyed to Cowan Road and Highway 90, LLC by Quitclaim Deed dated August 21, 2007, recorded as Instrument No. 2007-8630D-J1 in the Land Deed Records in the Office of the Chancery Clerk in the First Judicial District of Harrison County, Mississippi, particularly identified and described as follows, to-wit:

Commencing at a 3/4 inch iron pipe being the Southeast corner of Lot 7 of JIM ALLEN SUBDIVISION on file and of record in Plat Book 20 at Page 4, First Judicial District of Harrison County, Mississippi; thence South 00 degrees 05 minutes 30 seconds West 104.25 feet along the West line of GEORGIA PLACE SUBDIVISION on file and of record in Plat Book 37, at Page 20, to the Northeast corner of the property conveyed to the City of Gulfport per Deed Book 574 at Page 499, and a 1/2 inch iron rod; thence North 89 degrees 50 minutes 18 seconds West 296.87 feet along the North line of said City of Gulfport property to a 1/2 inch iron rod and the POINT OF BEGINNING; thence continue North 89 degrees 50 minutes 18 seconds West 230.53 feet to the East margin of Cowan Road per conveyance to the Mississippi Transportation Commission (Deed Book 1438 Page 275) and a 3/4 inch pipe; thence North 00 degrees 40 minutes 04 seconds West 103.95 feet along said East margin of Cowan Road to the Southwest margin of Lot 12, Jim Allen Subdivision to the East margin of Cowan Road per conveyance to the Mississippi Transportation Commission (Deed Book 1430 Page 646); thence North 00 degrees 32 minutes 02 seconds West 71.66 feet along said East margin of Cowan Road to a 6 inch square monument; thence North 58 degrees 46 minutes 02 seconds East 42.02 feet along the said margin of the Mississippi Transportation Commission deed for entrance to Georgia Place from Cowan Road; thence North 81 degrees 58 minutes 32 seconds East 98.84 feet, along South margin of Georgia Place; thence South

89 degrees 52 minutes 12 seconds East 98.81 feet along the South line of Georgia Place to a 1-1/2 inch iron pipe being Northeast Corner of Lot 10; thence run South 00 degrees 03 minutes 18 seconds West along the East line of Lot 10 a distance of 107.68 feet, to a mag nail at the Southeast corner of Lot 10; thence continue South 00 degrees 03 minutes 18 seconds West a distance of 103.93 feet, to the Point of Beginning.

Said parcel containing 1.089 acres, more or less and being a portion of the property conveyed to Cowan Road and Highway 90, LLC per instrument number 2007-863D-J1, and as specified in plat of survey of J. Colter Ratliff, Licensed Professional Surveyor, as of November 16, 2009.

PARCEL 3:

That part of Lots 4 and 5 and the "Blackman" Lot of the Uriel Wright Subdivision of the Ludlow Survey per plat recorded in Deed Book 27, Page 384, in the Office of the Chancery Clerk, First Judicial District of Harrison County, Mississippi, which lies North of the North right-of-way line of U.S. Highway 90, and being more particularly described as follows:

Commencing at an iron rod in an iron pipe at the intersection of the east margin of Cowan Road with the line between Section 31, Township 7 South, Range 10 West and Fractional Section 6, Township 8 South, Range 10 West; thence run North 89 degrees 38 minutes 12 seconds East for a distance of 499.07 feet to an iron rod at the Northwest corner of said Lot 4 and the Point of Beginning; thence run South 00 degrees 14 minutes 43 seconds West along the west line of said Lot 4, said line being marked by a chiseled "X" on the seawall, for a distance of 570.27 feet to an iron rod on the north right-of-way line of U.S. Highway 90, thence run North 72 degrees 02 minutes 00 seconds East along said North right-of-way line for a distance of 551.71 feet to a railroad spike on the East line of said "Blackman" Lot, said line being marked by a chiseled "X" on the seawall; thence run North 00 degrees 13 minutes 24 seconds East along said East line for a distance of 517.61 feet to an iron rod at the northeast corner of said "Blackman" Lot, thence run South 76 degrees 53 minutes 22 seconds West along the South line of Cowan Road Homes Subdivision for a distance of 134.49 feet to a concrete monument, thence run South 76 degrees 58 minutes 02 seconds West along the South line of Georgia Place Subdivision and the North line of said Uriel Wright Subdivision for a distance of 394.50 feet to an iron rod on the township line, thence run North 89 degrees 35 minutes 41 seconds West along said township line 14.76 feet to the Point of Beginning. This parcel contains 6.59 acres, more or less.

PARCEL 4:

A parcel of land located in Fractional Section 6, Township 8 South, Range 10 West, Gulfport, Harrison County, Mississippi, more particularly described as: Beginning at the intersection of the East margin of Cowan Road with the North line of Fractional Section 6, and from said Point of Beginning running thence North 89 degrees 58 minutes 30 seconds East along the North line of said Section 6 a distance of 200.1 feet, running thence South 0 degrees 18 minutes 10 seconds West a distance of 209.2 feet, running thence South 89 degrees 49 minutes 30 seconds West a distance of 208.7 feet to the East margin of Cowan Road, running thence North 2 degrees 38 minutes 30 seconds East along said East margin a distance of 210 feet to the point of beginning.

LESS AND EXCEPT THE FOLLOWING TRACT:

Begin at the point of intersection of the Northern line of grantors property with the centerline of construction of State Project No. 94-9371-00-005-10; from said point of beginning run thence South 89 degrees 45 minutes 10 seconds East along said Northern property line, a distance of 20.000 meters (65.617 feet); thence run South 00 degrees 35 minutes 04 seconds East along a line that is 20.000 meters (65.617 feet) Easterly of and parallel with the centerline of construction of said project, a distance of 53.819 meters (176.572 feet) to a point that is 20.000 meters (65.617 feet) Easterly of and perpendicular to the centerline of construction of said project at Station 1+200; thence run South 05 degrees 09 minutes 34 seconds East, a distance of 10.061 meters (33.009 feet) to the Southern line of grantors property; thence run North 89 degrees 45 minutes 13 seconds West along said Southern property line, a distance of 24.009 meters (78.770 feet) to the present Eastern right-of-way line of Cowan Road; thence run North 00 degrees 23 minutes 38 seconds East along the present Eastern right-of-way line of said Cowan Road, a distance of 63.847 meters (209.472 feet) to the Northern line of grantors property; thence run South 89 degrees 45 minutes 10 seconds East along said Northern property line, a distance of 2.116 meters (6.942 feet) to the point of beginning, containing 0.145 hectares (0.358 acres) more or less, and being situated in and a part of Fractional Section 6, Township 8 South, Range 10 West, City of Gulfport, First Judicial District, Harrison County, Mississippi.

AND, ALSO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A parcel of land situated and being located in Fractional Section 6, Township 8 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Beginning at the intersection of the new easterly right-of-way of Cowan Road as presently staked by State Project No. 94-9371-00-005-10 with the North line of Fractional Section 6, Township 8 South, Range 10 West, thence run from said Point of Beginning, North 89 degrees 47 minutes 57 seconds East 130.27 feet; thence run South 00 degrees 10 minutes 57 seconds West 210.56 feet; thence run North 89 degrees 38 minutes 05 seconds West 124.85 feet to the new easterly right-of-way of Cowan Road; thence run North 05 degrees 09 minutes 34 seconds West 32.75 feet along the new easterly right-of-way of Cowan Road; thence run North 00 degrees 35 minutes 04 seconds West 176.70 feet along the new easterly right-of-way of Cowan Road to the Point of Beginning.

PARCEL 5:

That certain parcel of land and property situated and being in the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 31, Township 7 South, Range 10 West, in the City of Gulfport, First Judicial District of Harrison County, Mississippi, conveyed to the City of Gulfport, Mississippi, by Warranty Deed dated August 12, 1966 from W.H. Grove, Jr. recorded in Book 574 at Page 499 of the Records of Deeds to Lands in the Office of the Chancery Clerk of Harrison County, Mississippi, LESS AND EXCEPT that part off to the West side thereof conveyed by Deed dated October 28, 1998 from the City of Gulfport to the Mississippi Transportation Commission for the widening of Cowan Road, recorded in

Deed Book 1434 at Pages 602-606 of the aforesaid records; AND SUBJECT TO: perpetual easements in favor of BellSouth Telecommunications, Inc. upon, over and under a portion of said property to construct, operate and maintain communications facilities granted by the City of Gulfport: (1) dated August 19, 1998, recorded in Deed Book 1421 at Page 418-421 of the aforesaid records, (2) filed for record on March 1, 2000, and recorded in Deed Book 1485 at Pages 447-449 of the aforesaid records; and (3) dated August 30, 2007, recorded as Instrument No. 2007-9109D-J1 of the aforesaid land deed records.

AND SAID PROPERTY hereinabove identified is also more particularly described in calls and distance as shown by boundary line survey prepared by J. Colter Ratliff, P.S. dated August 26, 2009, as follows: Commence at an iron rod being the Southeast corner of Lot 7, Jim Allen Subdivision, Plat Book 20 at Page 4, First Judicial District of Harrison County, Mississippi; thence South 00 degrees 05 minutes 30 seconds West 104.25 feet to a ½ inch iron rod; thence South 00 degrees 19 minutes 38 seconds West 30 feet to a ½ inch iron rod and the POINT OF BEGINNING; thence South 00 degrees 19 minutes 38 seconds West 53.04 feet to the North line of the property conveyed to Cowan Road and Highway 90, LLC per instrument #2007-8631D-J1 and a 4 inch square concrete monument, thence South 76 degrees 52 minutes 14 seconds West 86.87 feet along said North line to a ½ inch iron rod; thence North 89 degrees 42 minutes 10 seconds West 14.82 feet along said North line to a 1 inch iron rod; thence South 89 degrees 28 minutes 45 seconds West 296.02 feet to an iron pipe; thence South 89 degrees 41 minutes 35 seconds West 130.37 feet (more or less) to the East margin of Cowan Road and a ½ inch iron rod; thence North 00 degrees 35 minutes 55 seconds West 107.58 feet along said East margin to an iron pipe; thence South 89 degrees 50 minutes 18 seconds East 497.40 feet (more or less) from Cowan Road margin to a ½ inch iron rod; thence continue South 89 degrees 50 minutes 18 seconds East 30.00 feet to a ½ inch iron rod at the West margin of Georgia Place Subdivision as per official map or plat in Plat Book 37 at Page 20; thence South 00 degrees 19 minutes 38 seconds West along said West margin line of Georgia Place Subdivision 30.00 feet to a ½ inch iron rod at the Point of Beginning.

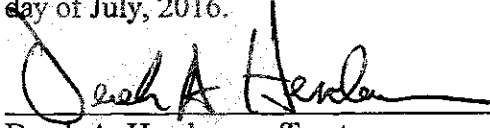
SAID PROPERTY IS SUBJECT TO perpetual easements in favor of BellSouth Telecommunications, Inc., its successors and assigns identified and recorded as stated above and more particularly described, as follows: (1)(a) Commence at an iron rod being the SE corner of Lot 7, Jim Allen Subdivision; thence South 00 degrees 05 minutes 30 seconds West 104.25 feet to the POINT OF BEGINNING of easement, and thence run North 89 degrees 50 minutes 18 seconds West 30.0 feet to an iron rod; thence South 00 degrees 19 minutes 38 seconds West 30.0 feet to an iron rod; thence South 89 degrees 50 minutes 19 seconds East 30 feet; and thence run North 00 degrees 19 minutes 38 seconds East 30 feet to the Point of Beginning; and (b) commence at an iron rod being the Southeast corner of Lot 7, Jim Allen Subdivision, and thence run South 00 degrees 05 minutes 30 seconds West 104.25 feet to an iron rod; and thence run South 00 degrees 19 minutes 38 seconds West 30 feet to the POINT OF BEGINNING of the easement, thence run North 89 degrees 50 minutes 19 seconds West 10 feet; thence run South 00 degrees 19 minutes 38 seconds West to the North line of the property conveyed to Cowan Road and Highway 90, LLC per instrument number 2007-8631D-J1; and thence run North 76 degrees 52 minutes 14 seconds East along said North line to a 4 inch square concrete monument at the Southwest Corner

of Lot 13, Georgia Place Subdivision, per Plat Book 37 at Page 20; and thence run North 00 degrees 19 minutes, 38 seconds East a distance of 53.04 feet to the Point of Beginning.

And (2) Commence at iron pipe being at the Southeast corner of Lot 7, Jim Allen Subdivision, thence South 00 degrees 05 minutes 30 seconds West 104.25 feet to iron rod; thence South 00 degrees 19 minutes 38 seconds West 83.04 feet to 4 inch square concrete monument; thence South 78 degrees 52 minutes 14 seconds West 86.87 feet to ½ inch iron rod at the POINT OF BEGINNING of the easement; and thence North 89 degrees 42 minutes 10 seconds West 14.82 feet to 1 inch iron rod; and thence run South 89 degrees 28 minutes 45 seconds West 281.2 feet (more or less) to the Southwest corner of 5.0 foot easement per Deed Book 1485 at pages 447-449; thence North 00 degrees 22 minutes 06 seconds East 5.0 feet; thence North 89 degrees 28 minutes 45 seconds East and parallel to the South property line now or formerly of City of Gulfport a distance of 296.02 feet to a point; and thence continue North 89 degrees 28 minutes 45 seconds East to North line of property conveyed to Cowan Road and Highway 90, LLC by instrument #2007-8631D-J1; and thence South 76 degrees 52 minutes 14 seconds West along said North line to a ½ inch rod at the Point of Beginning;

And (3) A 5 foot square expansion easement (Instrument #2007-9109D-J1) expanding the 5 foot easement described above from its West terminus South 89 degrees 28 minutes 45 seconds West 5 feet along the South line of property now or formerly of City of Gulfport.

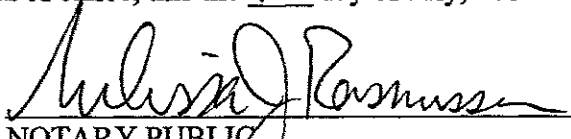
WITNESS MY SIGNATURE, this the 1st day of July, 2016.

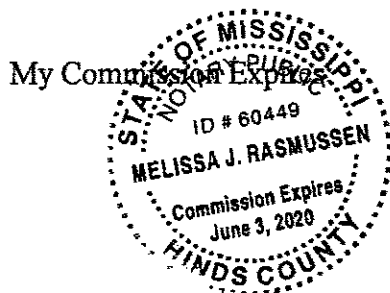

Derek A. Henderson, Trustee

STATE OF MISSISSIPPI
COUNTY OF HINDS

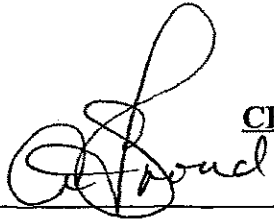
PERSONALLY appeared before me, the undersigned authority in and for the said county and state, Derek A. Henderson, Trustee, who acknowledged that he signed and delivered the above and foregoing Trustee's Deed on the day and year therein mentioned, for the purposes therein stated.

GIVEN UNDER MY HAND and official seal of office, this the 1st day of July, 2016.


NOTARY PUBLIC



CERTIFICATE OF POSTING

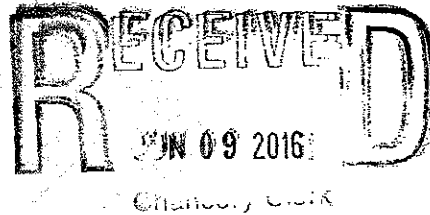
I, , hereby certify that I have this date posted in customary fashion and in accordance with Section 89-1-55 of the Mississippi Code of 1972, as amended, that certain Substitute Trustee's Notice of Sale which pertains to a Deed of Trust executed by Cowan Road & Highway 90, LLC being recorded as Instrument No. 2013-2486T-J1 in the Office of the Chancery Clerk of the First Judicial District, Harrison County, Mississippi.

WITNESS MY SIGNATURE, this the 9 day of June, 2016.

John McAdams, Chancery Clerk
Chancery Clerk

PREPARED BY THE LAW OFFICE OF:

DEREK A. HENDERSON, MSB #2260
1765-A Lelia Drive, Suite 103
Jackson, MS 39216
(601) 948-3167



BY: _____ D.C.

Proof of Publication

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Before me, the undersigned Notary of Harrison County, Mississippi personally appeared Crista Brackett who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a newspaper published in the city of Gulfport, in Harrison County, Mississippi, and the publication of the notice, a copy of which is hereto attached, has been made in said paper 4 times in the following numbers and on the following dates of such paper, viz:

Vol. 132 No., 249 dated 8 day of June, 2016

Vol. 132 No., 256 dated 15 day of June, 2016

Vol. 132 No., 263 dated 22 day of June, 2016

Vol. 132 No., 270 dated 29 day of June, 2016

Vol. _____ No., _____ dated _____ day of _____, 20____

Vol. _____ No., _____ dated _____ day of _____, 20____

Vol. _____ No., _____ dated _____ day of _____, 20____

Affiant further states on oath that said newspaper has been established and published continuously in said county for a period of more than twelve months next prior to the first publication of said notice.

JUN 30 2016

Crista Brackett

Clerk

PAID

Sworn to and subscribed before me this 29 day of

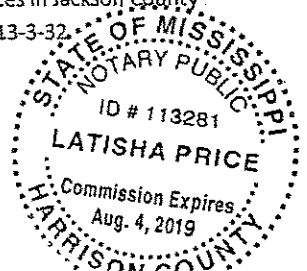
June

A.D., 20 16

Latisha Price

Notary Public

*The Sun Herald has been deemed eligible for publishing legal notices in Jackson County to meet the requirements of Miss. Code 1972 Section 13-3-31 and 13-3-32.



h006378 1576500

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT
SUBSTITUTE TRUSTEE'S
NOTICE OF SALE

WHEREAS, on the 28th day of February, 2013, Cowan Road & Highway 90, LLC executed a Deed of Trust to Robert J. Barnes, Trustee for the benefit of PriorityOne Bank, said Deed of Trust is recorded as Instrument No. 2013-2486T-J1 in the Office of the Chancery Clerk of the First Judicial District, Harrison County, Mississippi and which was modified by a Modification of Deed of Trust dated December 27, 2013 and recorded as Instrument No. 2014-470T-J1 which modified and provided for the final maturity date to July 1, 2014; WHEREAS, the aforesaid PriorityOne Bank, the holder of said Deed of Trust and the promissory note secured thereby, substituted Derek A. Henderson as Trustee therein as authorized by the terms thereof, by instrument dated October 28, 2015 and recorded November 4, 2015, in the Office of the Chancery Clerk of the First Judicial District, Harrison County, Mississippi, as Instrument No. 2015-9593T-J1;

WHEREAS, default having been made in the terms and conditions of said Deed of Trust and the entire debt secured thereby, having been declared to be due and payable in accordance with the terms of said Deed of Trust, and the legal holder of said indebtedness, PriorityOne Bank, having requested the undersigned Trustee to execute the trust and said Deed of Trust for the purpose of raising the sums due thereunder together with attorney's fees, Trustee's fees and expenses of sale; NOW, THEREFORE, I, DEREK A. HENDERSON, TRUSTEE, in said Deed of Trust, will on the 30th day of June, 2016, offer for sale and will sell at public outcry, to the highest bidder for cash, within the legal hours (being the hours of 11:00 a.m. and 4:00 p.m.) at the East Front Door of the Harrison County First Judicial District Courthouse at Gulfport, Mississippi, the following described property situated and lying in Harrison County, Mississippi, to-wit:

PARCEL 1:

Lot 8, Jim Allen Subdivision, as per the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 20 at

the property of the City of Gulfport, a distance of 585 feet to the East margin of Cowan Road; thence run North and along said East margin of Cowan Road a distance of 104 feet to the Point of Beginning.

LESS AND EXCEPT:

Begin at the point of intersection of the Northern line of grantors property with the centerline of construction of State Project No. 94-9371-00-005-10 at Highway Station 1+317.947; from said point of beginning run thence North 89 degrees 40' 30" East along said Northern property line, a distance of 20,000 meters (65,617 feet); thence run South 00 degrees 05' 00" East along a line that is 20,000 meters (65,617 feet) Easterly of and parallel with the centerline of construction of said project, a distance of 32.215 meters (105.696 feet) to the Southern line of grantors property thence run North 89 degrees 46' 16" West along said Southern property line, a distance of 21.833 meters (71.647 feet) to the present Eastern right-of-way line of Cowan Road; thence run North 00 degrees 05' 00" West along the present Eastern right-of-way line of said Cowan Road, a distance of 32.005 meters (105.003 feet) to the Northern line of grantors property; thence run North 89 degrees 40' 30" East along said Northern property line, a distance of 1,556 meters (5,105 feet) to the Point of Beginning, containing 0.070 hectares (0.172 acres), more or less and being situated in and a part of the Southwest 1/4 of the Southeast 1/4 of Section 31, Township 7 South, Range 10 West, City of Gulfport, First Judicial District, Harrison County, Mississippi.

LESS AND EXCEPT from Parcels 1 and 2 above that portion of the Parcels 1 and 2 conveyed to the City of Gulfport by Special Warranty Deeds recorded as Instrument No. 2009-8397D-J1 and Instrument No. 2009-8399D-J1, more particularly described as follows:

PARCEL A:

That certain parcel of land and property off of the East end of parcel conveyed to Cowan Road and Highway 90, LLC by Land Deed Record Instrument No. 2007-8630D-J1 situated in the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 31, Township 7 South, Range 10 West, in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit: Beginning at a 3/4 inch iron pipe being the Southeast corner of Lot 7 of Jim Allen Subdivision on file and of record in Plat Book 20, Page 4, in the Office of the Chancery Clerk in the First Judicial District of Harrison County, Mississippi; thence South 00 degrees 05 minutes 30 seconds West 104.25 feet along the West line of Georgia Place Subdivision on file and of record in Plat Book 37 at Page 20 in the aforesaid Chancery Clerk's office, to the Northeast corner of the property conveyed to the City of Gulfport per Deed Book 574 at Page 499 in the aforesaid Chancery Clerk's office and a 1/2 inch iron rod; thence North 89 degrees 50 minutes 18 seconds West 75.00 feet along the North line of said property now or formerly of Gulfport to a 1/2 inch iron rod; thence North 00 degrees 05 minutes 30 seconds East 104.21 feet to the South line of Lot 7 of said Jim Allen Subdivision and a 1/2 inch iron rod; thence South 89 degrees 52 minutes 19 seconds East 75.00 feet to the Point of Beginning.

Said parcel contains 0.179 acres, more or less, shown and described as "Parcel B Boundary Description" on Plat of Survey prepared by J. Colter Ratcliff, Professional Surveyor, as of September 4, 2009.

PARCEL B:

Those certain parcels of land

right-of-way line of U.S. Highway 90, and being more particularly described as follows: Commencing at an iron rod in an iron pipe at the intersection of the east margin of Cowan Road with the line between Section 31, Township 7 South, Range 10 West and Fractional Section 6, Township 8 South, Range 10 West; thence run North 89 degrees 38 minutes 12 seconds East for a distance of 459.07 feet to an iron rod at the Northwest corner of said Lot 4 and the Point of Beginning; thence run South 00 degrees 14 minutes 43 seconds West along the west line of said Lot 4, said line being marked by a chiseled "X" on the seawall, for a distance of 570.27 feet to an iron rod on the north right-of-way line of U.S. Highway 90; thence run North 72 degrees 02 minutes 00 seconds East along said North right-of-way line for a distance of 551.71 feet to a railroad spike on the East line of said "Blackman" Lot, said line being marked by a chiseled "X" on the seawall; thence run North 00 degrees 13 minutes 24 seconds East along said East line for a distance of 517.61 feet to an iron rod at the northeast corner of said "Blackman" Lot, thence run South 76 degrees 53 minutes 22 seconds West along the South line of Cowan Road Homes Subdivision for a distance of 134.49 feet to a concrete monument, thence run South 78 degrees 58 minutes 02 seconds West along the South line of Georgia Place Subdivision and the North line of said Uriel Wright Subdivision for a distance of 394.50 feet to an iron rod on the township line, thence run North 89 degrees 35 minutes 41 seconds West along said township line 14.76 feet to the Point of Beginning. This parcel contains 6.59 acres, more or less.

PARCEL 4:

A parcel of land located in Fractional Section 6, Township 8 South, Range 10 West, Gulfport, Harrison County, Mississippi, more particularly described as: Beginning at the intersection of the East margin of Cowan Road with the North line of Fractional Section 6, and from said Point of Beginning running thence North 89 degrees 58 minutes 30 seconds East along the North line of said Section 6 a distance of 200.1 feet, running thence South 0 degrees 18 minutes 10 seconds West a distance of 209.2 feet, running thence South 89 degrees 49 minutes 30 seconds West a distance of 208.7 feet to the East margin of Cowan Road, running thence North 2 degrees 38 minutes 30 seconds East along said East margin a distance of 210 feet to the point of beginning.

LESS AND EXCEPT THE FOLLOWING TRACT:

Begin at the point of intersection of the Northern line of grantors property with the centerline of construction of State Project No. 94-9371-00-005-10; from said point of beginning run thence South 89 degrees 45 minutes 10 seconds East along said Northern property line, a distance of 20,000 meters (65,617 feet); thence run South 00 degrees 35 minutes 04 seconds East along a line that is 20,000 meters (65,617 feet) Easterly of and parallel with the centerline of construction of said project, a distance of 53.819 meters (176.572 feet) to a point that is 20,000 meters (65,617 feet) Easterly of and perpendicular to the centerline of construction of said project at Station 1+200; thence run South 05 degrees 09 minutes 34 seconds East, a distance of 10,061 meters (33,009 feet) to the Southern line of grantors property; thence run North 89 degrees 45 minutes 13 seconds West along said Southern property line, a distance of 24,009 meters (78,770 feet) to the present Eastern right-of-way line of Cowan Road; thence run North 00 degrees 23 minutes 38 seconds East

ner of Lot 7, Jim Allen Subdivision, Plat Book 20 at Page 4, First Judicial District of Harrison County, Mississippi; thence South 00 degrees 05 minutes 30 seconds West 104.25 feet to a 1/2 inch iron rod; thence South 00 degrees 19 minutes 38 seconds West 30 feet to a 1/2 inch iron rod and the POINT OF BEGINNING; thence South 00 degrees 19 minutes 38 seconds West 53.04 feet to the North line of the property conveyed to Cowan Road and Highway 90, LLC per instrument #2007-863D-J1 and a 4 inch square concrete monument, thence South 76 degrees 52 minutes 14 seconds West 86.87 feet along said North line to a 1/2 inch iron rod; thence North 89 degrees 42 minutes 10 seconds West 14.82 feet along said North line to a 1 inch iron rod; thence South 89 degrees 28 minutes 45 seconds West 296.02 feet to an iron pipe; thence South 89 degrees 41 minutes 35 seconds West 130.37 feet (more or less) to the East margin of Cowan Road and a 1/2 inch iron rod; thence North 00 degrees 35 minutes 55 seconds West 107.58 feet along said East margin to an iron pipe; thence South 89 degrees 50 minutes 18 seconds East 497.40 feet (more or less) from Cowan Road margin to a 1/2 inch iron rod; thence continue South 89 degrees 50 minutes 18 seconds East 30.00 feet to a 1/2 inch iron rod at the West margin of Georgia Place Subdivision as per official map or plat in Plat Book 37 at Page 20; thence South 00 degrees 19 minutes 38 seconds West along said West margin line of Georgia Place Subdivision 30.00 feet to a 1/2 inch iron rod at the Point of Beginning.

SAID PROPERTY IS SUBJECT TO

perpetual easements in favor of BellSouth Telecommunications, Inc., its successors and assigns identified and recorded as stated above and more particularly described, as follows: (1)(a) Commence at an iron rod being the SE corner of Lot 7, Jim Allen Subdivision; thence South 00 degrees 05 minutes 30 seconds West 104.25 feet to the POINT OF BEGINNING of easement, and thence run North 89 degrees 50 minutes 18 seconds West 30.0 feet to an iron rod; thence South 00 degrees 19 seconds 38 minutes West 30.0 feet to an iron rod; thence South 89 degrees 50 minutes 19 seconds East 30 feet; and thence run North 90 degrees 19 minutes 38 seconds East 39 feet to the Point of Beginning; and (b) commence at an iron rod being the Southeast corner of Lot 7, Jim Allen Subdivision, and thence run South 00 degrees 05 minutes 30 seconds West 104.25 feet to an iron rod; and thence run South 00 degrees 19 minutes 38 seconds West 30 feet to the POINT OF BEGINNING of the easement, thence run North 89 degrees 50 minutes 19 seconds West 10 feet; thence run South 00 degrees 19 minutes 38 seconds West to the North line of the property conveyed to Cowan Road and Highway 90, LLC per instrument number 2007-863D-J1; and thence run North 76 degrees 52 minutes 14 seconds East along said North line to a 4 inch square concrete monument at the Southwest Corner of Lot 13, Georgia Place Subdivision, per Plat Book 37 at Page 20; and thence run North 00 degrees 19 minutes, 38 seconds East a distance of 53.04 feet to the Point of Beginning.

And (2) Commence at iron pipe being at the Southeast corner of Lot 7, Jim Allen Subdivision; thence South 00 degrees 05 minutes 30 seconds West 104.25 feet to iron rod; thence South 00 degrees 19 minutes 38 seconds West 83.04 feet to 4 inch square concrete monument; thence South 78 degrees 52 minutes 14

following described property situated and lying in Harrison County, Mississippi, to-wit: PARCEL 1: Lot 8, Jim Allen Subdivision, as per the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 20 at Page 4.

AND ALSO: Lot Ten (10) Jim Allen Subdivision, a subdivision according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi, in Plat Book 20 at Page 4 thereof reference to which is hereby made in aid of and as a part of this description.

PARCEL 2: Lots Eleven (11) and Twelve (12), Jim Allen Subdivision, according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District, Harrison County, Mississippi, in Plat Book 20 at Page 4.

LESS AND EXCEPT: Begin at the point of intersection of the Southern line of grantors property with the centerline of construction of State Project No. 94-9371-00-005-10 at Highway Station

1+317.347; from said point of beginning run thence South 89 degrees 40' 30" West along said Southern property line, a distance of 1.556 meters (5.105 feet) to the present Eastern right-of-way line of Cowan Road; thence run North 00 degrees 03' 57" West along the present Eastern right-of-way line of said Cowan Road, a distance of 33.269 meters (109.150 feet) to the present Southern right-of-way line of Georgia Place; thence run South 89 degrees 50' 03" East along the present Southern right-of-way line of said Georgia Place, a distance of 82.110 meters (269.773 feet) to a point on the present Southern right-of-way line of Georgia Place that is 5.534 meters (18.156 feet) southerly of and perpendicular to the centerline of survey of Georgia Place relocation at Station 1+094.792 as shown on the plans for said project at Station 1+375.330; thence run South 82 degrees 11' 43" West a distance of 30.125 meters (98.835 feet); thence run South 58 degrees 17' 06" West, a distance of 12.809 meters (42.024 feet) to a point that is 20.000 meters (65.617 feet) Easterly of and perpendicular to the centerline of construction of said project at Station 1+340; thence run South 00 degrees 35' 04" East along a line that is 20.000 meters (65.617 feet) Easterly of and parallel with the centerline of construction of said project, a distance of 22.144 meters (72.651 feet) to the Southern line of grantors property; thence run South 89 degrees 40' 30" West along said Southern property line, a distance of 20.000 meters (65.617 feet) to the point of beginning, containing 0.085 hectares (0.211 acres), more or less, and being situated in and a part of Lots 11 and 12 of Jim Allen Subdivision in Plat Book 20, Page 4 in the Chancery Clerk's Office, City of Gulfport, First Judicial District, Harrison County, Mississippi, Section 31, Township 7 South, Range 10 West.

AND ALSO: A parcel of land situated in Section 31, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit: Beginning at the Southwest corner of Lot 12 of JIM ALLEN SUBDIVISION, thence run East along the South line of said subdivision a distance of 595 feet to the Southeast corner of Lot 7 of said subdivision; thence run South and perpendicular in the South line of said subdivision a distance of 104 feet; thence run

to the Point of Beginning. Said parcel contains 0.179 acres, more or less, shown and described as "Parcel B Boundary Description" on Plat of Survey prepared by J. Colter Ratliff, Professional Surveyor, as of September 4, 2009.

PARCEL B: Those certain parcels of land and property that together contain a contiguous parcel, situated and being in Section 31, Township 7 South, Range 10 West, in the City of Gulfport, First Judicial District of Harrison County, Mississippi, and being a part and parcel of the property conveyed to Cowan Road and Highway 90, LLC by Quitclaim Deed dated August 21, 2007, recorded as Instrument No. 2007-8630D-J1 in the Land

Deed Records in the Office of the Chancery Clerk in the First Judicial District of Harrison County, Mississippi, particularly identified and described as follows, to-wit: Commencing at a 3/4 inch iron pipe being the Southeast corner of Lot 7 of JIM ALLEN SUBDIVISION on file and of record in Plat Book 20 at Page 4, First Judicial District of Harrison County, Mississippi; thence South 00 degrees 05 minutes 30 seconds West 104.25 feet along the West line of GEORGIA PLACE SUBDIVISION on file and of record in Plat Book 37, at Page 20, to the Northeast corner of the property conveyed to the City of Gulfport per Deed Book 574 at Page 499, and a 1/2 inch iron rod; thence North 89 degrees 50 minutes 18 seconds West 296.87 feet along the North line of said City of Gulfport property to a 1/2 inch iron rod and the POINT OF BEGINNING; thence continue North 89 degrees 50 minutes 18 seconds West 230.53 feet to the East margin of Cowan Road per conveyance to the Mississippi Transportation Commission (Deed Book 1438 Page 275) and a 3/4 inch pipe; thence North 00 degrees 40 minutes 04 seconds West 103.95 feet along said East margin of Cowan Road to the Southwest margin of Lot 12, Jim Allen Subdivision to the East margin of Cowan Road per conveyance to the Mississippi Transportation Commission (Deed Book 1430 Page 646); thence North 00 degrees 32 minutes 02 seconds West 71.66 feet along said East margin of Cowan Road to a 6 inch square monument; thence North 58 degrees 48 minutes 02 seconds East 42.02 feet along the said margin of the Mississippi Transportation Commission deed for entrance to Georgia Place from Cowan Road; thence North 81 degrees 55 minutes 32 seconds East 98.84 feet, along South margin of Georgia Place; thence South 89 degrees 52 minutes 12 seconds East 98.81 feet along the South line of Georgia Place to a 1-1/2 inch iron pipe being Northeast Corner of Lot 10; thence run South 00 degrees 03 minutes 18 seconds West along the East line of Lot 10 a distance of 107.88 feet, to a mag nail at the Southeast corner of Lot 10; thence continue South 00 degrees 03 minutes 18 seconds West a distance of 103.83 feet, to the Point of Beginning.

Said parcel containing 1.089 acres, more or less and being a portion of the property conveyed to Cowan Road and Highway 90, LLC per instrument number 2007-863D-J1, and as specified in plat of survey of J. Colter Ratliff, Licensed Professional Surveyor, as of November 16, 2009.

PARCEL 3: That part of Lots 4 and 5 and the "Blackman" Lot of the Uriel Wright Subdivision of the Ludlow Survey per plat recorded in Deed Book 27, Page 384, in the Office of the Chancery Clerk, First Judicial District of Harrison County, Mississippi,

a distance of 1000 (1000) meters (33,009 feet) to the Southern line of grantors property; thence run North 89 degrees 45 minutes 13 seconds West along said Southern property line, a distance of 24,009 meters (78,770 feet) to the present Eastern right-of-way line of Cowan Road; thence run North 00 degrees 23 minutes 38 seconds East along the present Eastern right-of-way line of said Cowan Road, a distance of 53.847 meters (209.472 feet) to the Northern line of grantors property; thence run South 89 degrees 45 minutes 10 seconds East along said Northern property line, a distance of 2.118 meters (6.942 feet) to the point of beginning, containing 0.145 hectares (0.358 acres) more or less, and being situated in and a part of Fractional Section 6, Township 8 South, Range 10 West, City of Gulfport, First Judicial District, Harrison County, Mississippi.

AND, ALSO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A parcel of land situated and being located in Fractional Section 6, Township 8 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit: Beginning at the intersection of the new easterly right-of-way of Cowan Road as presently staked by State Project No. 94-9371-00-005-10 with the North line of Fractional Section 6, Township 8 South, Range 10 West, thence run from said Point of Beginning, North 88 degrees 47 minutes 57 seconds East 130.27 feet; thence run South 00 degrees 10 minutes 57 seconds West 210.56 feet; thence run North 88 degrees 38 minutes 05 seconds West 124.85 feet to the new easterly right-of-way of Cowan Road; thence run North 05 degrees 09 minutes 34 seconds West 32.75 feet along this new easterly right-of-way of Cowan Road; thence run North 00 degrees 35 minutes 04 seconds West 176.70 feet along the new easterly right-of-way of Cowan Road to the Point of Beginning.

PARCEL 5: That certain parcel of land and property situated and being in the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 31, Township 7 South, Range 10 West, in the City of Gulfport, First Judicial District of Harrison County, Mississippi, conveyed to the City of Gulfport, Mississippi, by Warranty Deed dated August 12, 1966 from W.H. Grove, Jr. recorded in Book 574 at Page 499 of the Records of Deeds to Lands in the Office of the Chancery Clerk of Harrison County, Mississippi, LESS AND EXCEPT that part off to the West side thereof conveyed by Deed dated October 28, 1998 from the City of Gulfport to the Mississippi Transportation Commission for the widening of Cowan Road, recorded in Deed Book 1434 at Pages 602-606 of the aforesaid records; AND SUBJECT TO: perpetual easements in favor of BellSouth Telecommunications, Inc. upon, over and under a portion of said property to construct, operate and maintain communications facilities granted by the City of Gulfport: (1) dated August 18, 1998, recorded in Deed Book 1421 at Page 418-421 of the aforesaid records, (2) filed for record on March 1, 2000, and recorded in Deed Book 1485 at Pages 447-449 of the aforesaid records; and (3) dated August 30, 2007, recorded as Instrument No. 2007-8109D-J1 of the aforesaid land deed records.

AND SAID PROPERTY hereinabove identified is also more particularly described in calls and distance as shown by boundary line survey prepared by J. Colter Ratliff, P.S. dated August 26, 2009, as

pipe being at the Southeast corner of Lot 7, Jim Allen Subdivision, thence South 00 degrees 05 minutes 30 seconds West 104.25 feet to iron rod; thence South 00 degrees 19 minutes 38 seconds West 83.04 feet to 4 inch square concrete monument; thence South 78 degrees 52 minutes 14 seconds West 86.87 feet to 1/2 inch iron rod at the POINT OF BEGINNING of the easement; and thence North 89 degrees 42 minutes 10 seconds West 14.82 feet to 1 inch iron rod; and thence run South 89 degrees 28 minutes 45 seconds West 281.2 feet (more or less) to the Southwest corner of 5.0 foot easement per Deed Book 1485 at pages 447-449; thence North 00 degrees 22 minutes 06 seconds East 5.0 feet; thence North 89 degrees 28 minutes 45 seconds East and parallel to the South property line now or formerly of City of Gulfport a distance of 296.02 feet to a point; and thence continue North 89 degrees 28 minutes 45 seconds East to North line of property conveyed to Cowan Road and Highway 90, LLC by instrument #2007-863D-J1; and thence South 78 degrees 52 minutes 14 seconds West along said North line to a 1/2 inch rod at the Point of Beginning;

And (3) A 5 foot square expansion easement (Instrument #2007-8109D-J1) expanding the 5 foot easement described above from its West terminus South 89 degrees 28 minutes 45 seconds West 5 feet along the South line of property now or formerly of City of Gulfport. I WILL CONVEY ONLY such title as is vested in me as Substituted Trustee without warranty whether expressed or implied.

WITNESS MY SIGNATURE, this the 1st day of June, 2018, a/Derek A. Henderson, Trustee

PUBLISH: June 8, June 15, June 22, and June 29, 2018
SALE DATE: June 30, 2018
Prepared by:
DEREK A. HENDERSON,
MSB #2260
1735-A Lella Drive, Suite 103
Jackson, MS 39216
(601) 946-5187

1578500

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

AFFIDAVIT OF FORECLOSURE SALE

The undersigned, after having been first duly sworn, states upon oath that they personally witnessed and/or participated in a public foreclosure sale conducted on June 30, 2016, at 12:17 p.m., held at the East Front Door of the Harrison County First Judicial District Courthouse at Gulfport, Mississippi, wherein certain property, more particularly described in a Substitute Trustee's Notice of Sale, which was read at sale, was sold at public outcry by Derek A. Henderson, Trustee, to POC Holdings, Inc., the highest bidder at said sale, for the sum of \$ 1,870,481.00.

WITNESS OUR SIGNATURES, this the 30th day of June, 2016.

WITNESS

Derek A Henderson
TRUSTEE

WITNESS

Jimmy Cawson, Jr
HIGHEST BIDDER

SWORN TO AND SUBSCRIBED before me, this the 30th day of June, 2016.

Melissa J Rasmussen
NOTARY PUBLIC

My Commission Expires _____

PREPARED BY:

DEREK A. HENDERSON, MSB #2260
1765-A Lelia Drive, Suite 103
Jackson, MS 39216
(601) 948-3167



PERMITS/INSP PAYMENT RECPT#: 11368650
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 07/05/22 TIME: 14:34
CLERK: bboone DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 175.00

AMOUNT PAID: 175.00

PAID BY:
PAYMENT METH: CHECK
9732

REFERENCE:

AMT TENDERED: 175.00
AMT APPLIED: 175.00
CHANGE: .00

PERMITS/INSP PAYMENT RECPT#: 11368650
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 07/05/22 TIME: 14:34
CLERK: bboone DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 175.00

AMOUNT PAID: 175.00

PAID BY:
PAYMENT METH: CHECK
 9732

REFERENCE:

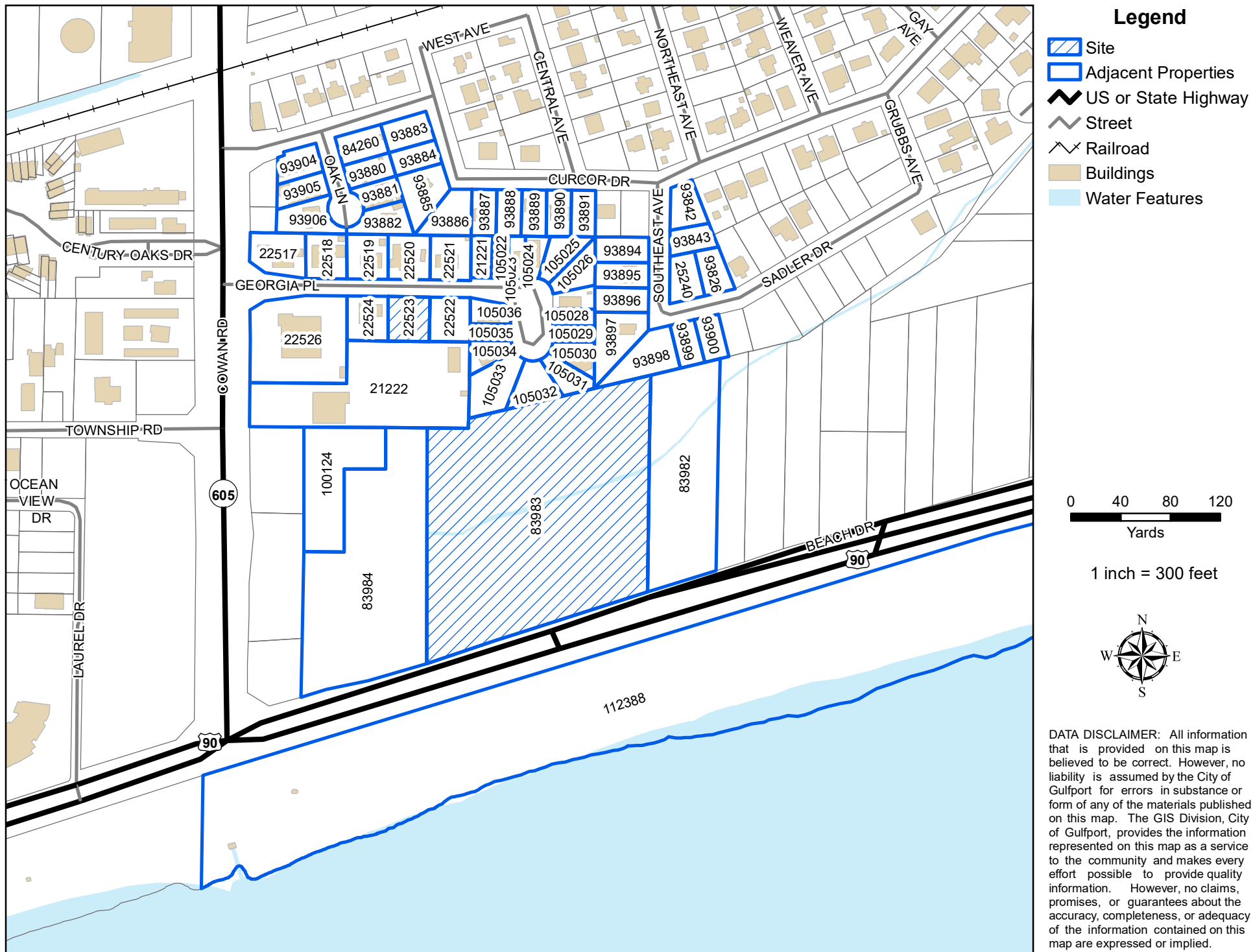
AMT TENDERED: 175.00
AMT APPLIED: 175.00
CHANGE: .00

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	83983	1011C-01-010.000	POC HOLDINGS, INC. (OWNER)	P.O. BOX 516	MAGEE	MS	39111
	22523	1010N-04-029.000	POC HOLDINGS, INC. (OWNER)	P.O. BOX 516	MAGEE	MS	39111
		1011C-01-010.000	M & P DEVELOPMENT, LLC (AGENT)	1900 DESTREHAN AVENUE	HARVEY	LA	70058
		1010N-04-029.000	M & P DEVELOPMENT, LLC (AGENT)	1900 DESTREHAN AVENUE	HARVEY	LA	70058
N			Adjacent Property Owners (2208PC145)				
	93886	1010N-04-011.013	BARAHONA OCTAVIO JOSE	1820 CURCOR DR	GULFPORT	MS	39507
	22518	1010N-04-023.000	BELL SYLVIA M -ESTATE-	1419 GEORGIA PL	GULFPORT	MS	39501
	93905	1010N-04-011.004	BLETHEN SHANNAN R & MICHELLE L	493 OAK LANE	GULFPORT	MS	39507
	22522	1010N-04-030.000	BRITT BEVERLY	1115 NEWELL RD NW	BROOKHAVEN	MS	39601
	105023	1010N-04-019.002	CALISCH LESA C/O 928 COURTHOUSE RD	1453 GEORGIA PL	GULFPORT	MS	39507
	105031	1010N-04-019.010	CARSEN SUSAN	10 BANEURY COVE	GULFPORT	MS	39503
	105030	1010N-04-019.009	CERNICKY CAROL & BRUCE	1472 GEORGIA PLACE	GULFPORT	MS	39507
	93883	1010N-04-011.010	CHATHAM PROPERTIES LLC	2003 BENT OAKS BLVD	BILOXI	MS	39531
	105036	1010N-04-019.015	CYRUS BERNIE	75124 HWY 25	COVINGTON	LA	70435
	93826	1010N-04-012.001	DALGLEISH RUSTY LYNN	195 BIG ISLAND LOOP	DEVILLE	LA	71328
	105032	1010N-04-019.011	DAVENPORT PATRICIA	1132 MARIGNY	MANDEVILLE	LA	70448
	22517	1010N-04-024.000	DAVIS GENE CLARK & REBECCA TULLOS	1421 GEORGIA PL	GULFPORT	MS	39507
	93891	1010N-04-011.018	DORA LAND	PO BOX 1405	APPLE VALLEY	CA	92307
	93896	1010N-04-011.023	FLANAGAN ERIC S & ANGELA D MARTIN	696 WILLOW MILL CT	MARIETTA	GA	30068
N	93900	1010N-04-011.027	FLANAGAN ERIC SHEA & ANGELA D MARTI	696 WILLIOW MILL CT	MARIETTA	GA	30068
N	105026	1010N-04-019.005	FLANAGAN ERIC SHEA & MARTIN ANGELA	696 WILLOW MILL COURT	MARIETTA	GA	30068
N	105025	1010N-04-019.004	FLANAGAN ERIC SHEA & MARTIN ANGELA	696 WILLOW MILL COURT	MARIETTA	GA	30068
	105033	1010N-04-019.012	GARVEY MICHAEL & JACLYN	1458 GEORGIA PL	GULFPORT	MS	39507
	25240	1010N-04-012.000	GOZA KEVIN	6334 WIRTZ RD	FLOWOOD	MS	39232
N	93843	1010N-04-012.018	GOZA KEVIN L	6334 WIRTZ RD	FLOWOOD	MS	39232
N	93897	1010N-04-011.024	GOZA KEVIN LEO & TAMMIE DORRIS	6334 WIRTZ RD	FLOWOOD	MS	39232
	93898	1010N-04-011.025	GOZA KEVIN LEO & TAMMIE DORRIS	6334 WIRTZ RD	FLOWOOD	MS	39232
N	112388	1011C-02-001.000	GULFPORT CITY OF				0
N	22526	1010N-04-026.000	GULFPORT CITY OF				0
	93888	1010N-04-011.015	GUY RAY CHRISTOPHER	231 LAKESIDE VILLA	DIAMONDHEAD	MS	39525
	93894	1010N-04-011.021	HABITAT FOR HUMANITY OF MGC	2214 34TH ST	GULFPORT	MS	39501
	93904	1010N-04-011.003	HAPPY VACATIONS LLC	P O BOX 406	BILOXI	MS	39533
	100124	1011C-01-011.145	IB INVESTMENTS LLC	8682 HICKORY COURT	DAPHNE	AL	36527
N	83984	1011C-01-011.000	IB INVESTMENTS LLC	8682 HICKORY COURT	DAPHNE	AL	36527
	93882	1010N-04-011.009	ISOM EDWARD SR & JANET	5317 NATHAN DR	JONESBORO	AR	72401
	93880	1010N-04-011.007	JKA PROPERTIES LLC	1200 COLLEGE ST	GULFPORT	MS	39507

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	105024	1010N-04-019.003	KERSHAW SARA R & ROGER BRUNELL	1457 GEORGIA PL	GULFPORT	MS	39507
	105035	1010N-04-019.014	MARSHALL MICHAEL L & REBECCA B	1450 GEORGIA PL	GULFPORT	MS	39507
	105034	1010N-04-019.013	MARSHALL MICHAEL L & REBECCA B	1454 GEORGIA PL	GULFPORT	MS	39507
	105022	1010N-04-019.001	MAYER MARK SPENCER	1449 GEORGIA PL	GULFPORT	MS	39507
	93899	1010N-04-011.026	MOEINI MOHAMMAD	P O BOX 8833	GULFPORT	MS	39506
	93889	1010N-04-011.016	MYERS KENNETH	P O BOX 7124	GULFPORT	MS	39506
N	93887	1010N-04-011.014	MYERS KENNETH	P O BOX 7124	GULFPORT	MS	39506
	105029	1010N-04-019.008	OWEN SHERRY L	P O BOX 673	GULFPORT	MS	39502
	22519	1010N-04-022.000	PAGITT JIMMY DAN & MARIE	1429 GEORGIA PLACE	GULFPORT	MS	39507
	93906	1010N-04-011.005	PERKINS CHARLES F	401 3RD AVENUE NORTH	COLUMBUS	MS	39701
	21221	1010N-04-019.000	PERKINS CHARLES F	401 3RD AVE NORTH	COLUMBUS	MS	39701
	22523	1010N-04-029.000	POC HOLDINGS INC	PO BOX 516	MAGEE	MS	39111
N	83983	1011C-01-010.000	POC HOLDINGS INC	PO BOX 516	MAGEE	MS	39111
N	21222	1010N-04-032.000	POC HOLDINGS INC	PO BOX 516	MAGEE	MS	39111
	105028	1010N-04-019.007	ROSICK JAMES A	1549 PARSONS BEND CT	O'FALLON	MO	63366
	22524	1010N-04-028.000	ROSS RONALD E & LYDIA J	1426 GEORGIA PL	GULFPORT	MS	39507
	93895	1010N-04-011.022	SACHSEL JAMES ALLEN & KELLY NICOLE	395 SOUTHEAST AVENUE	GULFPORT	MS	39507
	93884	1010N-04-011.011	SCHULTES WILLIAM G	8929 LITTLE RIVER TURNPIKE	FAIRFAX	VA	22031
	93881	1010N-04-011.008	STANLEY DAVID M & PATRICIA	492 OAK LN	GULFPORT	MS	39507
	83982	1011C-01-008.000	TAYLOR MARTHA A HAYS	912 BENT TREE CIRCLE	PASS CHRISTIAN	MS	39571
	93890	1010N-04-011.017	THOMAS KENNETH S	1906 CURCOR DR	GULFPORT	MS	39507
	93842	1010N-04-012.017	TRAVIRCA JUDY SPARKMAN	P O BOX 1001	KILN	MS	39556
	93885	1010N-04-011.012	WHITE KAREN	1818 CURCOR DR	GULFPORT	MS	39507
	22521	1010N-04-020.000	WHITING DAVID -ESTATE-	1441 GEORGIA PL	GULFPORT	MS	39507
	84260	1010N-04-011.006	WINDHAM DANELLE M	1812 CURCOR DR	GULFPORT	MS	39507
	22520	1010N-04-021.000	WOJCIK DONALD & SHAPLEY MARY	1431 GEORGIA PLACE	GULFPORT	MS	39507

2208PC145

Zoning Map Amendment



RE: Zoning Map Amendment 2208PC145, by agent M & P Development, LLC., tax parcels 1011C-01-010.000, 1010N-04-029.000, Request to rezone from T4L (General Urban Zone Limited) and T4+ (General Urban Zone "Plus"), to T5 (Urban Center Zone), Ward 2

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, August 25, 2022**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas/> then click the City of Gulfport Planning Commission for **Thursday, August 25, 2022**. A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office at the phone number 228-868-5710 or email planners@gulfport-ms.gov. The application is available for viewing in the Planning Division office at 1410 24th Avenue.

THANK YOU for your legal submission!

Your legal has been submitted for publication. Below is a confirmation of your legal placement. You will also receive an email confirmation.

ORDER DETAILS**Order Number:**

IPL0084333

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

57.84

Payment Type:

Account Billed

User ID:

IPL0024925

ACCOUNT INFORMATION

GULFPORT URBAN DEVELOPMENT IP

PO BOX 1780

GULFPORT, MS 39502

228-868-5705

AccountsPayable@gulfport-ms.gov

GULFPORT URBAN DEVELOPMENT

TRANSACTION REPORT**Date**

August 3, 2022 3:23:29 PM EDT

Amount:

57.84

SCHEDULE FOR AD NUMBER IPL00843330

August 10, 2022

SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00843330**LEGAL NOTICE
PUBLIC HEARING**

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, August 25, 2022 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Planning Commission Approval 2208PC139, by owner Leslie North, tax parcel 0911E-04-029.001, Request home occupation for real estate office, 896 2nd St, Zoned R-1-7.5 (Single-family), Ward 2

Planning Commission Approval 2208PC140, by owner South MS Holding, LLC, tax parcel 0808K-03-113.001, Request for a CBD oil sales use, 15142 Dedeaux Rd, Zoned R-B (Residence-business), Ward 7

Planning Commission Approval 2208PC142, by agent David Chadwick Riemann, tax parcel 0808P-01-010.003, Request for funeral home, mortuary or undertaking establishment use, Three Rivers Road, Zoned B-2 (General business), Ward 5

Planning Commission Approval 2208PC143, by owner Ted Miller, tax parcels 0810N-04-050.000 & 0810N-04-051.000, Request for collision repair use, 2311 29th St., Zoned B-2 (General business), Ward 3

Zoning Map Amendment 2208PC144, by agent Gulf Coast Development & Design, LLC, tax parcel 0809A-01-010.000 & 0808P-01-012.000, Requests to rezone from R-1-10 (Single-family) to RB (Residence-business), o Three Rivers Road, Ward 5

Zoning Map Amendment 2208PC145, by agent M & P Development, LLC., tax parcels 1011C-01-010.000, 1010N-04-029.000, Request to rezone from T4L (General Urban Zone Limited) and T4+ (General Urban Zone "Plus"), to T5 (Urban Center Zone), Ward 2

Final Plat 2208PC147, by agent Heinrich & Associates, LLC, tax parcel 0711N-02-102.000 & 0711N-02-103.000, Approval of Final Plat for 7-lot subdivision (Finley Subdivision), W Beach Blvd, Finley St, & Maria Ave, Zoned T4L (General Urban Zone "Limited"), Ward 2

General Plan 2208PC148, by agent Brown, Mitchell, & Alexander, Inc., tax parcels 0908C-01-001.000 & 0908E-01-001.001, Approval of a General Plan for a 46 lot subdivision (Florence Gardens Phase X), Zoned T4+ (General Urban Zone "Plus"), Ward 6

Zoning Map Amendment 2209PC151, by owners Kenneth & Sherry Simmons, tax parcels 0910N-01-006.000, 0910N-01-016.000, & 0910N-01-015.000, request to rezone from B-2 (General business) to R-B (Residence business) ward 4

Special Exception 2209SE153, by owner 605 Holdings, LLC., tax parcel 1010F-02-041.000, Requests liquor store use, 1423 Magnolia Street, Zoned T5 (Urban Center Zone), Ward 4

Special Exception 2209SE156, by agent Demetra Birch, tax parcel 0811K-04-021.000, Requests liquor store use, 2610 13th St, Zoned T5 (Urban Center Zone), Ward 2

This the 3rd day of August 2022
Keith Williams, Chairman
City of Gulfport Planning Commission
W00000000
Publication Dates

[<< Click here to print a printer friendly version >>](#)

CITY OF GULFPORT PLANNING COMMISSION

2208PC145

TRANSCRIPT OF HEARING

August 25, 2022

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,
GULFPORT, MISSISSIPPI, ON THE 25TH DAY OF AUGUST 2022
COMMENCING AT 4:30 P.M. AND REPORTED BY
NORMA JEAN LADNER SOROE, CERTIFIED SHORTHAND REPORTER.

COMMISSION MEMBERS PRESENT:

KEITH WILLIAMS, President
WILLIAM "PRINCE" JONES
VIRGINIA ADOLPH
BRANDON ELLIOTT
CHARLIE HEWES
TIMOTHY DAIGLE, JR.
GARLON PEMBERTON
HAROLD SPANN

STAFF PRESENT:

GREG HOLMES
SU-LIN FEATHERSTON
CHRISTINE HIGHSMITH
LESLIE ERVIN
CORY LONG

1 6. Zoning Map Amendment 2208PC145

2 MS. FEATHERSTON: Item 6, Zoning Map
3 Amendment 145 has been duly and timely noticed as required
4 by law. The applicant requests to rezone from T4L general
5 urban zone limited and T4+ general urban zone plus to T5
6 urban center zone, Ward 2. A copy of the packet considered
7 is hereby offered to the record.

8 MR. WILLIAMS: Thank you.

9 Someone here to speak for this request?

10 Hey, Mr. Gillespie.

11 MR. GILLESPIE: I've got the board here. I
12 hope I can set it up like that where everybody can see it.
13 And I want to have one copy of this for the record and then
14 Garlon, if you would hand that down to everybody just so
15 where y'all can see the concept here.

16 This is a case, this property here is on the
17 corner of Cowan-Lorraine and Highway 90 here. It's not
18 quite on the corner. If y'all will remember, right here is
19 where they had that Chateau-de-la-Mer and what I called that
20 was the house trailers stacked on top of each other. If
21 y'all know, Katrina got every one of them.

22 What we want to do is build a luxury RV park
23 here. And by luxury, I mean a lot of different things. To
24 be classified that type of an RV park, you've got to really
25 do the thing right. All paved pads, water, sewer, all kind

1 of the different types of amps, 30 amp, 60 amp, whatever it
2 is hookups, the TV, all of that kind of stuff.

3 In addition, back here we're putting in quite
4 a few amenities. We're going to have a lazy river, a
5 swimming pool, a splash pad. They're all listed over here
6 on the side what all we're going to do.

7 This thing is going to be very nice.

8 We want to -- the zoning we're asking for is
9 T5. Now, I don't know about y'all, but that's Smart Code.
10 And when it comes to Smart Code, I'm not very smart. I have
11 to admit I don't understand it real well. I understand the
12 old R-1, R-2 type stuff.

13 But right now, this is two parcels of
14 property. All this is one parcel, and right here is another
15 parcel. This property is zoned a whole bunch of different
16 ways. It's T4L, T4+, T5, and I thought this was zoned T6.
17 I may be wrong on that.

18 What we're asking, because, you know, it's
19 not favored by the law or planners to have one ownership
20 under three or four different zoning classifications.

21 We want to zone the whole thing T5 in order
22 to do this.

23 Now, my client, and that's a very important
24 part of this, my client is Pete Vaccaro and his son P.J.
25 You may not recognize the name, but he is the man that holds

1 the antique auction at Cruisin' the Coast every year.

2 And I'm saying that to let you know that
3 we've got a very substantial developer here. We got someone
4 who is -- he has a residence in Biloxi. He's been with the
5 Cruisin' all the way along. So this guy's already got a big
6 investment in this community, and I just want to know we're
7 going to have a first class developer here.

8 And also, I've got a rather interesting
9 letter here that I'd like to read to you. Let me get a copy
10 in the record.

11 This is a letter from Woody Bailey. And he's
12 writing this letter to y'all and says:

13 (Reading) I'm writing this letter in support
14 of this application to allow the operation of a luxury RV
15 park on the corner of Cowan-Lorraine Road and U.S. Highway
16 90. I am personally acquainted with Pete Vaccaro who, along
17 with his son P.J., will be principals in the building and
18 operation of this RV park. Pete is a long-time supporter of
19 the Mississippi Gulf Coast, having a residence here and
20 operating the antique car auction at Cruisin' the Coast.
21 Over the years I have come to value my association with the
22 Vaccaros, and my past association with them tells me that if
23 they're going to be involved in this project, you can be
24 assured it will be successful and will be a valuable asset
25 to Gulfport and the Mississippi Gulf Coast. I recommend a

1 positive vote in this matter. (End Reading)

2 One other thing I want to show, they're
3 willing to go to any, you know, length that they need to
4 make this compatible with the neighborhood. Up there, of
5 course, is a residential neighborhood off of Georgia Place.
6 And you can see from the thing over here, they're going to
7 put a solid vinyl fence along here and also a vegetated
8 buffer in there along this area right in here.

9 MR. WILLIAMS: Virgil, that's what I was
10 going to confirm, and I'm sorry to interrupt you, but -- so
11 that's the only place that it actually borders a
12 residential?

13 MR. GILLESPIE: Yes. This is right in here,
14 this is the sewer plant -- I mean, excuse me -- not the
15 plant, that big lift station that's right there. And this
16 is the Georgia Place. It goes in here and circles around if
17 I'm not mistaken.

18 Now, Mr. Vaccaro, Pete and P.J. went around,
19 they went down here along the beach and talked to these
20 people. They went back and tried to canvas everybody in
21 here. And they didn't find anybody opposed to it. But I
22 don't know. I don't know who might be here in the audience,
23 so I can't speak to that. But they were doing their best to
24 go around, talk to the neighbors. If they did find somebody
25 that had some type of objection, you know, let us know how

1 we can cure that.

2 And another thing, let me address traffic.
3 This is how you're going to get in. There will be no
4 entrance to this on Highway 90. That would cause a problem.
5 We do have a curb cut right down here, but we're not going
6 to use it. And as you know, at this particular point
7 Cowan-Lorraine is five lanes. So you have that center lane.
8 And you're not going to have a lot of traffic. Most of
9 these will be the one piece, I guess you'd call them, you
10 know, the coaches that have the motors in them that pull
11 themselves rather than trailers.

12 And one other point. Anybody knows this
13 property knows there's a bunch of really gorgeous oak trees
14 down here. Our mission is to save every one of those oak
15 trees. If we have to tweak this to get around those oak
16 trees, if we have to miss a few spots for those oak trees,
17 we're going to do it because quite frankly that's one of the
18 big attractions to this.

19 So I just see this as a total win-win
20 situation for Gulfport. If you all will recall, the last
21 time somebody came in here on this piece of property, they
22 wanted to put a Playtime in there. And the neighbors
23 objected to it. I don't blame them. This is going to be
24 top of the line RV park.

25 My friend Lenny Sawyer is going to come up

1 here and speak in just a minute tells me that the motor
2 coach people classify these as a one to ten. This is going
3 to be a ten. And the only ten that's ever been on the coast
4 is one that Marlin Torgusen built at Casino Magic about 20,
5 25 years ago. I don't know if it's still there. The
6 closest one other than that one is in Destin, Florida.

7 So what we've got here, we're not building
8 this back on Pass Road where you can't see the Gulf. This
9 is going to be first class.

10 Do y'all have any questions of me?

11 MR. WILLIAMS: Any questions? Go ahead,
12 Coach.

13 MR. JONES: The one on Broad Avenue from a
14 one to ten, what would you grade that?

15 MR. GILLESPIE: I'm going to let Mr. Sawyer
16 answer that.

17 MR. SAWYER: (From audience) I wouldn't try
18 to do that.

19 MR. WILLIAMS: No, that's okay.

20 MR. GILLESPIE: I'm not rich enough to afford
21 one of these.

22 MR. JONES: Okay. The second thing, I know
23 you're going to have some complaints by building it right
24 there where you're building. I know that area. My
25 question: Have you kind of talked with the community?

1 Because I heard you say it, but did you all really get good
2 response from the neighbors in that area?

3 MR. GILLESPIE: That's what Mr. Pete and P.J.
4 told me. I think -- didn't y'all go together? They went
5 together. They tried to talk to everybody.

6 MR. JONES: And if approved, will they join
7 other -- what's the word I want to use? -- would they join
8 other clubs across the Nation? I know that they're really
9 popular. But my question: If this is approved, would you
10 all join other clubs across the Nation?

11 MR. GILLESPIE: I think that's how they get
12 their business is being in association with other clubs.
13 Otherwise, I don't think people would know about it the way
14 you can if you make that association.

15 MR. WILLIAMS: Thank you, Coach.

16 MR. HEWES: Just a question on that future
17 commercial parcel. Is that something that they own, also?
18 Or is that just what is probably going to go there? That
19 little peach colored thing.

20 MR. GILLESPIE: This is for the future. Or
21 either if they have to they can probably put some more
22 trailers in there. But right now, that doesn't fit into the
23 pattern as good as the rest of it. But the bank owns it.

24 MR. HEWES: Okay. Thank you.

25 MS. ADOLPH: May I ask a question?

1 MR. WILLIAMS: Ms. Virginia.

2 MS. ADOLPH: Mr. Virgil, how many pods are
3 you talking about, how many area units are you talking about
4 in there?

5 MR. GILLESPIE: I thought they had the number
6 of units on there.

7 MR. WILLIAMS: Sixty total RV pads in the
8 bottom right corner, that's correct, right here. Do you see
9 it? Right above the north.

10 MR. GILLESPIE: You know I can't -- oh.
11 Right there, right looking at me in the face, yes, 60 pads.

12 MS. ADOLPH: You're right up on it. I'm glad
13 I'm way over here. With 63, and you're talking about doing
14 this on four parcels of the property, of the entire
15 property, right there, right? Right now we're talking about
16 strictly that right now.

17 MR. GILLESPIE: The number of parcels is sort
18 of deceptive if we're talking about parcels.

19 This was the property that this fellow up in
20 Hattiesburg put together, and you had the big lawsuit with
21 the city if you'll remember that. Joe Sam Owen was all
22 involved in it. And he bought these in little pieces.

23 MS. ADOLPH: I'm just reading from our
24 description that it would just occupy the four parcels right
25 now.

1 MR. GILLESPIE: I was calling those four
2 this, this, this, and this.

3 MS. ADOLPH: All of that. Okay.

4 MR. GILLESPIE: I'm sorry if I was confusing
5 about that.

6 MS. ADOLPH: That's okay. Thank you.

7 MR. WILLIAMS: All right. Other questions?

8 MR. DAIGLE: Yes. I love your plan. I think
9 it's going to be great, pretty excited about it.

10 I have a question on the northern end you
11 have an H refers to the secondary amenity area.

12 MR. GILLESPIE: Yes.

13 MR. DAIGLE: Can you tell me what that means?
14 I'm also just curious. It doesn't really affect rezoning I
15 don't think.

16 MR. GILLESPIE: And it's this right here?

17 MR. DAIGLE: Yeah, because that's going to
18 abut to the residential area to the north. And so --

19 MR. GILLESPIE: I'm sorry. I have no idea.

20 MR. DAIGLE: You said that someone else is
21 coming up?

22 MR. GILLESPIE: Yes. I can have Mr. Vaccaro
23 come up and address that.

24 Why don't you come up?

25 MR. VACCARO: P.J. Vaccaro, 1900 Destrehan

1 Avenue, Harvey, Louisiana, and 2069 Baywood Drive in Biloxi;
2 we have a house here, too.

3 The secondary amenity is like bocce ball, a
4 horseshoe game, or something small that they play, but
5 nothing loud or crazy. We haven't decided exactly, but just
6 something small. There's not much room there.

7 MR. DAIGLE: That was my biggest concern
8 obviously with it being so close to the residential area,
9 you know, what exactly that meant.

10 MR. VACCARO: Right.

11 MR. DAIGLE: Sounds about right. Thank you.

12 MR. WILLIAMS: Thank you, sir. Anything to
13 add or any other that you'd like to add to?

14 MR. VACCARO: Would love to do this project.
15 I love the Gulf Coast. So we're here a lot like Virgil said
16 with Cruisin' the Coast, and we've got a house up here every
17 weekend. And we just think that this would be a great
18 project to do on the coast.

19 We have an RV. We like RV'ing. It's
20 something we want to do if it's approved.

21 MR. WILLIAMS: Thank you, sir. Appreciate
22 it.

23 MR. VACCARO: Thank you.

24 MR. WILLIAMS: Anyone else here to speak for
25 it? Mr. Sawyer?

1 MR. SAWYER: Lenny Sawyer, 1801 24th Avenue,
2 Gulfport, Mississippi.

3 I'm here to speak for the project, but I want
4 Coach to know I'm not an expert on appraising the value of
5 these numbers one to ten. But I can tell you I had Class A
6 motor coach for ten years, and I loved it. My wife didn't
7 care for it too much, but I loved it. And we traveled all
8 over the United States. And when we were members of the
9 Family Motor Coach Association, they used to rate these
10 parks one to ten, ten being the nicest. At that time,
11 Destin and Orange Beach had two parks that were number tens.
12 Then Marlin Torgusen with Casino Magic built one over to the
13 west of us.

14 This will be absolutely a great asset to the
15 Mississippi Gulf Coast to have that quality of a park there
16 with only sixty something spaces. And being on the beach
17 and being on Cowan as wide as it is with the turn lane when
18 you're towing a vehicle behind it you got to have a lot of
19 room. And they planned that. And being by the fire station
20 has worked well for the city to have a fire station there.

21 So I wanted to say this is a great time for
22 us to get a quality RV park here.

23 Than you very much.

24 MR. WILLIAMS: Thank you, sir. Appreciate
25 it.

1 Anyone else here to speak for the request?

2 Anyone here to speak against the request
3 tonight?

4 All right. Yes, ma'am or who.

5 MR. BRUNELL: Good afternoon. Thank you for
6 the opportunity to address the zoning application before the
7 board.

8 My name is Roger Brunell. I live at 1457
9 Georgia Place in Gulfport.

10 The applicant in this matter it's come out in
11 some of what is being said now has been shown a lack of
12 candor in this application.

13 First off, in the change in need document, he
14 speaks of a jumble of different zoning at this particular
15 location.

16 This is not a jumble of zoning. This is an
17 orderly from T6 at the corner progressing to T5 north and
18 east progressing to T4 further north and further east.
19 There's no jumble there. That's an orderly progression of
20 zoning as zoning should be.

21 Georgia Place and further east, those are the
22 areas that are T4. Georgia Place, the lots that have been
23 developed were mainly developed after Katrina and have been
24 developed since Katrina, all consist of single family
25 dwellings.

1 Likewise as you head east on 90, most of that
2 land is vacant. That's why he has the application. But
3 what land is occupied is again single family dwellings.

4 A drive along Highway 90 in Gulfport reveals
5 several new dwellings being built or under construction all
6 along the highway. There's no need to undo what
7 historically has been the nature of Highway 90 and the
8 dwellings.

9 More specifically, there's a new dwelling has
10 been completed just east of this tract, and then there's
11 another dwelling under construction down by Anniston Avenue
12 and 90.

13 My biggest concern, though, is that the
14 application includes the rezoning of Lot 2253 as shown on
15 the zoning map amendment, also identified as 1432 Georgia
16 Place, Parcel Number 1010N-04-29.000 Lot 8 Jim Allen
17 subdivision on the agent authorization form.

18 Georgia Place is a quiet dead-end street. It
19 terminates at the end in a circle with single family
20 dwellings on it. Except for the fire house on the corner of
21 Cowan Road, all parcels on Georgia Place are either occupied
22 by single dwellings or vacant since Hurricane Katrina.

23 Rezoning a parcel at 1432 Georgia Place is
24 totally out of character for a quiet limited access
25 residential street and will, in fact, then contribute to the

1 so-called jumble of different zoning at this particular
2 location. And it exemplifies spot zoning which is something
3 that should always be discouraged.

4 Most bizarre is the fact that the rezoning of
5 that lot surrounded by single family dwellings to T5 result
6 in the prohibition of building another single family
7 dwelling on that lot because T5 does not allow for single
8 family dwellings.

9 That makes no sense in the middle of Georgia
10 Place.

11 Regardless of what specific use the applicant
12 states is planned for this entire parcel, the fact is that
13 any rezoning does not limit the use of that parcel to any
14 specific use now or in the future. The middle of the block
15 on Georgia Place is not a suitable location for business of
16 any type. Any suggestion that rezoning the parcel at 1432
17 Georgia Place should be approved shows utter disregard for
18 the residents of Georgia Place, some who have enjoyed this
19 quiet neighborhood for decades.

20 So in conclusion, I object to the granting of
21 any of this application, and in particular I am adamantly
22 opposed to any commercial zoning on Georgia Place.

23 MR. WILLIAMS: Thank you, sir. Appreciate
24 it. Very well said.

25 Anyone else here to speak against this?

1 MR. DAVIS: My name is Gene Davis. I live at
2 1421 Georgia Place. I've owned that property for over 50
3 years. Fact is, I'm the one that named it Georgia Place.

4 The people from Louisiana want to build that
5 park down there, and I think that's good. I'm not against
6 them building it. I'm not against them changing the zoning
7 on that property.

8 I am very seriously against changing the
9 zoning in Georgia Place for this reason. I live at the
10 corner, on the northeast corner, of Georgia Place and 605.
11 One of the nicest fire stations on the coast, probably top
12 ten in the United States, is on the southeast corner. They
13 are excellent neighbors.

14 However, they have a small problem like the
15 one I have. When you're on 605 there's a turning lane.
16 It's five lane now counting the turning lane. Sidewalks,
17 well lit, beautiful. When you get close to Georgia Place,
18 it looks like, and you can see it on that, if you look, it
19 looks like it's going to be another boulevard going east.

20 At least five cars a day just on a normal day
21 turn in there mistakenly. When Cruisin' the Coast or spring
22 break is here, there's as many as 25 to 30 cars -- and I can
23 back this up with my camera on my front door, and the fire
24 department has that.

25 The problem is they think it's a big road.

1 They go to turn in on there, then they realize all of a
2 sudden it's not, so they turn around in my driveway or the
3 fire department.

4 Now, changing the zoning in our subdivision
5 is going to mess up that. It's just a little bitty small
6 avenue. It's hard to turn a luxury vehicle -- and when you
7 say luxury RV park, luxury means they're up to 45 feet long.
8 And most of them going to be pulling a Jeep Cherokee.
9 They're four wheels on the ground. You cannot back them up.
10 You cannot turn sharp. It's hard for me. I have a little
11 Jeep, and I have a little Jon boat, aluminum Jon boat. It's
12 hard for me to back in my driveway because it's so narrow on
13 Georgia Place. It takes me time. The fire department can
14 tell you. They laugh at me. But I get it in there.

15 If a motor home turns in there, they can't
16 even make that circle without running on somebody's property
17 at that circle at the end.

18 Now Jim Allen is a different subdivision than
19 Georgia Place. Georgia Place is the () lot line at the
20 east end of -- at Jim Allen subdivision.

21 I don't see why anybody has any want or right
22 to change our zoning. Now, they're going to build something
23 nice. I'm not against that. I'm against what they're doing
24 to our place there.

25 There's been some talk to eliminate problems

1 like this coming up is making it a gated community. That
2 might what we can do there, you know, if a majority of the
3 people want it.

4 MR. WILLIAMS: All right. Thank you, sir.
5 Appreciate it.

6 Next speaker on this.

7 MR. HEWES: While he's coming up, can I get a
8 clarification. In looking at this, is any of the zoning
9 going to change except for that one lot in the Georgia Place
10 subdivision, or is that going to remain I believe it's T4+,
11 is that correct?

12 MR. HOLMES: It's only that one lot in
13 Georgia Place that they're proposing to rezone. And then
14 that to the south you have that property which is T3, T4+,
15 they're going to change it.

16 MR. HEWES: The Georgia Place subdivision as
17 it stands is not going to be changed.

18 MR. HOLMES: No, sir.

19 MR. HEWES: Okay. Thank you.

20 MR. PEMBERTON: Just that one little parcel,
21 is that correct? Now, on his map that shows these
22 amenities, will T4+ allow those amenities? Because it's not
23 R-B.

24 MR. HOLMES: One thing I want to say, this is
25 just a rezoning. Even if this is rezoned, it still needs

1 planning commission approval for this use. So this will be
2 back before this body.

3 MR. PEMBERTON: Yes. But for clarification
4 purposes, does -- T4+ will allow that park.

5 MR. HOLMES: If it's part of the development,
6 it needs to be all together, so that means it's going to
7 have to get planning approval as part of the actual RV park.
8 But, no, you can't have an RV park in T4+.

9 MR. PEMBERTON: Not an RV park. But if they
10 have that separate. So to eliminate spot zoning and to
11 address the concern just that one little part, you can
12 change the zoning in the middle of the parcel.

13 MR. HOLMES: Yes, you can.

14 MR. PEMBERTON: And if it meets the intent on
15 what they want to do, and if it meets the intent of making
16 everyone else happy, then that's really what we want to do.

17 MR. HOLMES: I think that would be completely
18 up to the applicant.

19 MR. PEMBERTON: Yeah. But it's feasible. I
20 mean, because a lazy river would be allowed under T4+.

21 MR. HOLMES: But that (inaudible) would be
22 something (inaudible) would be an amenity for it.

23 MR. PEMBERTON: It's allowed. So the parking
24 is down here. It just seems like there's a huge compromise
25 on this.

1 MR. WILLIAMS: All right. Yes, sir.

2 MR. CYRUS: My name is Bernie Cyrus. I own
3 the property at 1446 Georgia Place.

4 I'm all for developers that are doing good
5 things for the community and so forth. But I retired from
6 government 25 years. I got five beautiful grandchildren. I
7 bring them out here because I don't get to see them any more
8 since their dad built a pool. But they love Gulfport. They
9 love coming out here. They love the Discovery place, they
10 love the museums, and they love the Aquarium, and they
11 really like Georgia Place.

12 And the interesting thing here is if you look
13 at the map and see Georgia Place, it looks like a golf club,
14 the bottom of a golf club you can see. I'm on the corner.
15 But the gentleman who spoke before me was correct. If any
16 cars go down there, heck, we can barely get a bicycle around
17 there without going up on the sidewalk.

18 That's going to create a lot of problems.
19 And I don't know, have there been any traffic studies to
20 show the impact that this is going to have on our community?
21 I think it's rather ludicrous to take that lot that's facing
22 Georgia Place and make it have egress to this project
23 because you're going to have so many cars coming through,
24 what's the security risk there. Are there going to be more
25 police that have to come in?

1 I have never seen the rendering that the
2 gentleman brought up here. As a matter of fact, I asked a
3 few of my neighbors, and they have never been knocked on
4 their door talked about this project. And I still haven't
5 seen it because it's been facing you guys.

6 But I think this is totally unfair. And I
7 think this is too quick to make a change on something like
8 this when you've got basically a dead-end street, that
9 cul-de-sac. And people aren't coming down there now. You
10 do this, especially if you give them egress, no telling what
11 kind of vehicles are going to be coming down there.

12 I'd like to say I'm all for splash parks and
13 I've got grandchildren and all, but this might even compete
14 with some of the things out there that we're growing tax
15 monies right now like the aforementioned things like the
16 museums and the Aquarium and so forth with an attraction.

17 I don't believe that our valuable assets,
18 which is property and homes, should be thrown aside because
19 of the valuable assets of a substantial quote unquote
20 developer. I think our rights are important, too, and
21 especially the fact that we chose to live here to make our
22 lives here, not just for profit or anything else.

23 And I believe that there's just a rush here.
24 They say it's a great RV park. Again, this is all abstract.
25 We have never seen anything. Today it's a luxury RV park,

1 ten years from now it's a gypsy circus group coming in. We
2 don't know.

3 We should adhere to the quality of life and
4 standard that the people of Gulfport who have resided here
5 and made investments that they can hold onto for their
6 future generations.

7 And again, we haven't seen enough to really
8 make a logical educational study on what's going on here.
9 But from the get go, from the emotional standpoint, as you
10 can see, I'm very concerned and I know my neighbors are.
11 And again, this is the first time we're getting a chance to
12 even look at this proposal, and we haven't really looked at
13 it yet.

14 So if y'all would just not rush into this,
15 I'd pray on the wisdom of this body to realize that there
16 are a lot of things valuable here, and our property rights
17 are the most important ones because we've been Gulfport
18 people. I came here, I fell in love with this town. It is
19 a beautiful city, and I'm involved in community, too, where
20 I come from. I've done a lot of things at my jobs in the
21 past to benefit tourism industry, recreational, I'm all for
22 that.

23 I just can't see at least right now that lot
24 on Georgia Place should be taken off the table in good
25 faith, I believe, because that is not feasible at all.

1 Now, as far as the properties behind me and
2 everything where it's, you know, we haven't seen anything.

3 This is a very profitable business, this RV
4 trailer park business. They don't have to do much. Put the
5 pads down. Set in electricity. Set in utilities. Rake it
6 in. That's not wrong. This is America. You should be able
7 to do that. But we should be able to do what we have
8 constitutional rights to protect our property and our assets
9 that we've invested in as citizens, not as developers.

10 So again, this is not personal, this is about
11 family and quality of life issues. And if you want Gulfport
12 to keep developing, bring in RV trailers on the beach,
13 hanging in here, I don't think that's the aesthetic quality
14 that people are going to come here for.

15 Thank you.

16 MR. WILLIAMS: All right. Thank you, sir.
17 Appreciate it.

18 Next person.

19 MR. PERKINS: My name is Charlie Perkins. I
20 live at -- well, I own 1445 Georgia Place which is almost
21 right across the street from this -- the lot that they're
22 talking about.

23 I want to address the park to start off with
24 though. That piece of property is almost -- I don't know --
25 90 is one of the most traveled roads into Gulfport, and it's

1 right there on 90. And it's like five or six acres that's
2 overlooking the Gulf. And I just feel like that would be a
3 bad misuse for that property as far as the City of Gulfport.

4 And from what my understanding is, it's not
5 going, as far as your tax base, it's not really going to
6 bring up your tax base because there won't be any -- you'd
7 basically be still taxed on the property. It won't be any
8 amenities on it.

9 There's a lot of things that could go there
10 that would really be a lot better use on that property. Not
11 that -- I know I can't tell anybody what they can do with
12 their property, but I just think that something like that
13 put down there, that could be there another 10 or 15 years,
14 and then somebody will end up buying it and do something
15 real nice on it, and then it's just going to kick the can
16 down the road as far as what develops the coast back.

17 That's just my thoughts on that.

18 But as far as Georgia Place, it's all zoned
19 single family residence, and just -- that's one of the
20 original -- Georgia Place was added onto twice, and that lot
21 is in the first addition. And it has the covenants where
22 you can only put a single family house on that property.
23 But if it's rezoned and it's, you know -- I know that --

24 But my main thing is the future use of it.
25 If y'all zone all this T5, plus that lot is tying our

1 subdivision into that lot, whatever they do, but somebody is
2 eventually else going to get that property and do something
3 with it, and then they would have access to that property
4 from our road so we'd have three accesses to it, which I'm
5 sure that's why -- I feel like that's probably why they're
6 adding that in there is for future use as far as access.

7 But that's my main concern is not rezoning at
8 least our residential. Thank you.

9 MR. WILLIAMS: Thank you. Appreciate it.

10 Next person to speak.

11 MS. DAVIS: My name is Rebecca Davis, and I
12 live with Mr. Davis at 1421 Georgia Place. And as you can
13 tell, we love our neighborhood. I came from eye surgery to
14 come and speak.

15 The way I understand it is that -- I called
16 the code office, the zoning office, and was told that once
17 it's changed to T5 whether they say it's not going to be
18 egress or ingress, whether they say it's only going to be a
19 dog park or green space, they can do whatever T5 allows.

20 Now, I've got the covenants here, and the
21 covenants say the restrictions claimed herein shall apply to
22 the entire subdivision consisting of the lots. Now this is
23 Jim Allen subdivision, which those two lots are included
24 through the 20 houses. And it says single family dwelling
25 only with a garage.

1 Well, my concern is I heard one of the
2 gentlemen say, well, we're not sure what we're going to do
3 right there right now. Okay. But down the road what's
4 going to happen?

5 Like one of the gentlemen said, it's a nice
6 quiet subdivision, mostly retired people with their
7 grandkids visiting. But what happens if they do want to
8 enter and exit through there?

9 First of all, when you come out of Georgia
10 Place and you're sitting ready to go south on Cowan Road or
11 605, sometimes you have to sit there quite a while to wait
12 for the northbound or southbound traffic to go by. If
13 there's a 45 foot RV waiting to turn into Georgia Place, you
14 can't see the cars coming. They can't turn in because it's
15 a narrow road. I just think that Georgia Place needs to
16 remain a residential area.

17 I've got a couple of questions here.

18 Are they planning -- we couldn't see the
19 cardboard thing that he had. We couldn't see that. What is
20 the plan on those two lots? Is that a driveway to get in
21 the back?

22 I did understand they're not going to enter
23 the RV park from Highway 90. So where would the RVs be
24 entering and exiting --

25 MR. WILLIAMS: We'll get an answer for that

1 after.

2 MS. DAVIS: -- the trailer park.

3 We want to keep our subdivision nice, quiet,
4 that we can enjoy peacefully. And it's not real peaceful
5 when, like he said, during Cruisin' and spring break. We
6 sometimes have 20 cars coming down. I've had them sitting
7 in my front yard right at the curb revving their engines.

8 And I want to say, also, we're both retired,
9 and since the pandemic we rarely leave the house. Nobody
10 has knocked on our door to ask us what we thought, and we're
11 the first house in the subdivision. So it's not like they
12 had to go hunt us up. We're right there on the corner, on
13 the northeast corner of Cowan and Georgia Place.

14 So nobody asked us. Very opposed to anything
15 but residential on those two lots.

16 Let me see. And I will say I know
17 developers. I'm with my husband, I agree with developing.
18 But I can pretty much be sure the developer is not vested in
19 our comfort. They're not interested like we are. Our house
20 has been there over 50 years.

21 So I'm very opposed, and I would like it to
22 say so. Thank you so much.

23 MR. WILLIAMS: Appreciate it.

24 Next person.

25 MR. MAYER: Hi. I live at 1449 Georgia

1 Place, and it's a great place to live.

2 MR. WILLIAMS: Your name.

3 MR. MAYER: Mark Mayer, M-A-Y-E-R.

4 MR. WILLIAMS: All right. Appreciate it.

5 MR. MAYER: So on most days I'll go down to
6 the beach and walk. But I have a little problem getting
7 across that intersection. And the City of Gulfport has
8 demonstrated quite clearly they don't have the ability, they
9 don't have the wherewithal, they don't have the technology
10 to have a functioning crosswalk at Cowan-Lorraine.

11 Let me say that again. That's an intentional
12 disabled crosswalk. If you want to get across that
13 crosswalk, you play dodge car, you and everybody else.

14 If this proposal is passed, you're going to
15 increase the number of pedestrians getting across that
16 Highway 90. How many are going to get killed? How many
17 have gotten killed this year? I know of about four. How
18 many will get killed after another 100 people a day are
19 trying to get across that highway?

20 Why don't we solve that problem first. Why
21 don't we figure out how to get people across that highway
22 safely before we add more people.

23 MR. WILLIAMS: All right. Thank you, sir.
24 Appreciate it.

25 Anyone else wish to speak?

1 MR. ROUSE: I'm going to try and make this
2 brief. I'm Ronnie Rouse. I have a house at 1426 Georgia
3 Place which is right next to the fire department.

4 My biggest concern -- I'm not really against
5 the development. My biggest concern is finding out what's
6 going to be jutting up against my yard because their
7 property will be on one side and the back of my house.

8 So I'm really concerned, you know, what I'm
9 going to have as a neighbor.

10 And that's really all I needed is
11 clarification on what will be put up there.

12 MR. WILLIAMS: All right. Thank you.

13 Next person.

14 MR. BELLER: Good afternoon. My name is
15 Steve Beller. I represent all the property that you see up
16 there on the red side of it, on the east side. We have two
17 residential single family homes that have been there, were
18 blown away a couple of times. We rebuilt the first time
19 after Katrina. We have not rebuilt yet on the two after --
20 no. We rebuilt after Camille. Excuse me. We did not
21 rebuild after Katrina.

22 But that whole red section that runs to the
23 east side of this development is our residential property.
24 It's two properties. It's been owned by the family since
25 the early '50s. And we're real uncomfortable with the

1 concept that we went from a single family lot, it was a
2 single family residence, I pulled up the tax reports of it,
3 and it shows they're single family residence. They're
4 listed as single family. You look at the zoning, and all of
5 a sudden now it's T3, 4, something that we don't know what
6 it is. But it's not single family resident.

7 And we're very concerned with having that
8 butting up to next to our property. We go across that --
9 you can't really see it here, but there's water, there's a
10 creek that runs through the property. We're on both sides
11 of that creek.

12 If you look back towards, when you're going
13 back towards Georgia Place, there's a creek that runs down.
14 You can't see it very clearly. But it's right there. And
15 it's about three, four feet deep. People have -- you know,
16 I even built a bridge from the subdivision up there, and
17 we've allowed them to come through so they would have access
18 to the beach so they would not have to go through the
19 highway and everything else to get down there.

20 We're very concerned with the fact that part
21 of this is changing us from a single family residence to a
22 commercial rating, commercial -- what do you call it?

23 Anyway, we're very concerned about that. Our
24 plans have been, we've been working with an architect to
25 redevelop our property and build a home on there.

1 We have families that are all over the
2 country. We're from here. We live here. But we want to
3 redevelop that property into private -- I mean, a single
4 family residence maybe with a couple of little outhouses for
5 the rest of the family so everybody can come at one time.
6 There was one of those before. It's now gone past Georgia
7 Place. Most of the stuff that was where our lot was was
8 blown up into the railroad tracks in there after.

9 But we are not -- I'm not against
10 development, but I'm very concerned with the fact that all
11 of a sudden we wake up and the zoning has been changed to
12 put a big commercial something right up to our door on our
13 property, and, you know, this is a residence. These are
14 residences that have been there since the '50s. That's over
15 70 years. And all of a sudden, our nextdoor neighbor, there
16 was a home on the other side of us, the one you see right to
17 the left was a home, used to be a home. It got blown away,
18 and it got changed over to a commercial lot.

19 But we've got the two in the red right there
20 are ours, and we really don't want to see that happen. We
21 don't want to watch it just start galloping down, and all of
22 a sudden you have another little storm, and somebody comes
23 back in and builds something else on there because it's
24 zoned something else, you know, we're now commercial.

25 I'm very concerned about this. I think it's

1 changing the family neighborhood. And it was mentioned
2 earlier that everybody was asked about it. Nobody that I
3 know that owns property along the beach has been asked about
4 it, not a soul. I've been on the phone talking to people
5 today, and nobody has been asked. Maybe one person I wasn't
6 able to get a hold of that's right next to us. But I
7 guarantee you, he wouldn't want it, either.

8 I just don't understand how, you know, what
9 has been a neighborhood -- now, the blue down here, that was
10 a service station and what we called the Flying Trailers up
11 there, the stacked up trailers that was just brought in and
12 made a little motel out of it, apartments, and different
13 things. That was the blue. The purple was residences.

14 Now the purple is becoming part of this
15 trailer park. And I don't mean to say trailer park, but
16 luxury camper facility. You know, I understand how it would
17 fit for Cruisin' the Coast for what an important part of the
18 coast Cruisin' is, but it doesn't necessarily have to be --
19 there's enough vacant property on the beach all the way up
20 and down that's got service stations and stuff on it and all
21 this other stuff that was commercial and has been commercial
22 forever, why are we digging in -- I know it's a good road --
23 but why are we digging into the residences there that have
24 been there for 70 plus years.

25 That's my concern. I don't want to see the

1 character of our neighborhood -- people next door built a
2 nice new house. Other people are in the process of doing
3 the same thing. We're fixing to, we've got plans drawn up
4 to build a home there, it's two lots. It was the family
5 lot, and then it was the grandmother's house right next
6 door. So those two lots are now being zoned commercial, and
7 I can't understand how that can be done just because we
8 don't have a house on it right now.

9 MR. WILLIAMS: All right. Thank you, sir.
10 Appreciate it.

11 Anyone else wish to speak?

12 MS. KERSHAW: Good evening. My name is
13 Rebecca Kershaw. I live at 1457 Georgia Place.

14 This home that I have now is my second home.
15 And my husband Roger Brunell spoke earlier.

16 My concern specifically is about the lot on
17 Georgia Place zoning being changed.

18 That is a horrible concept to think that I
19 could wake up and have that turn into another roadway. It's
20 hard enough as it is sometimes to get out of Georgia Place
21 when you want to go to Rouse's or anywhere else. But if
22 this passes and the lot on Georgia Place is changed in the
23 zoning so that it is considered commercial and cannot ever
24 become residential again, I tell you what, I will sell my
25 house and move.

1 Georgia Place is a nice little place to live.
2 I have grandchildren now. When I bought there in 1990, my
3 son was attending Anniston Elementary. He's 43 now, and I
4 have three grandchildren, and they love to come and they
5 visit often when they're not busy.

6 So I want it to be a safe street where
7 there's no access to heavy traffic. And I would be appalled
8 if a big motor home ever came down that street and tried to
9 get under the tree that goes across from Georgia Place from
10 our friend Mark's house.

11 So thank you for letting me speak.

12 MR. WILLIAMS: Thank you so much. Appreciate
13 it.

14 Anyone else want to speak?

15 Go ahead.

16 MR. PEMBERTON: I've got a couple of
17 questions.

18 First and foremost, I never heard anyone
19 proposing using Georgia Place as a point of entry to get to
20 this when they just come off of Cowan Road.

21 But just in a usage standpoint, you have the
22 fire station already zoned T5, and then you have the
23 majority of the parcels that they have is T5. Then you've
24 got some T4 to the east.

25 If we were to propose taking where that T4 is

1 that they want to make it to T5 on the east side but left
2 the T4+ on the Georgia Place which is currently the way it's
3 zoned, I feel like based on the colored rendering that it
4 would meet what everybody wants but it would still give that
5 a little bit of a () going into it because there's not
6 any proposed RV being there. But it's still going to have
7 to come back through this board to get the final site plan
8 approval.

9 So I feel like we're kind of going down a
10 rapids river right now and we're not focused on the
11 immediate need right here. And this is, in essence, we
12 would have to approve them to have access coming off of
13 Georgia Place for whatever they want to do, correct?

14 MR. HOLMES: If this gets approved tonight,
15 they have to come back and get planning commission approval,
16 yes, you would have to approve that site plan.

17 MR. PEMBERTON: Yeah. So we're not focusing
18 -- I just want to tell you guys. We don't need to be
19 worried about a site plan right now because that's not the
20 purpose of this application. That would be the purpose of
21 the next application.

22 So I feel like that being said, I think it's
23 a good project.

24 MR. WILLIAMS: Again, and Garlon, we've
25 talked about this the last couple of times, this is a

1 rezoning. And all of this discussion about what's going
2 there is really a moot point because I've been on this
3 commission 18, 20 years whatever it is, I can't tell you how
4 many times we've rezoned property for a particular project,
5 and what was built on that project was completely different
6 when it actually got built.

7 So this is about the rezoning. I agree with
8 you.

9 But I do think it was important since they do
10 have something they want to put on it that they did talk
11 about it. My biggest issue with this is rezoning that lot
12 in Georgia Place as T5. If we do that as a commission, I
13 think it's ridiculous.

14 I agree with what you're saying. I agree
15 with what you're saying.

16 MR. PEMBERTON: And we get rid of all the
17 spot zoning. We continue the T4+ right there on the Georgia
18 Place street as it currently is. That would address the
19 concerns for the people on Georgia Place. And then the T5
20 on the east side. And you still go from T5 to T4+ to T3.

21 So I feel like it meets the intent of
22 everyone.

23 MR. WILLIAMS: I agree.

24 So, Virgil, come back up and talk to us a
25 little bit about what they were discussing. I am a little

1 concerned. I'm not sure too many residents have been told
2 what was going in here, and I'm not sure too much effort was
3 made to talk to people because there are a lot of them that
4 haven't heard anything, so -- which is fine.

5 And so I guess what I'll do first of all is
6 ask you to turn that around and let the audience see it for
7 a second. And I'm not going to have you talk to the
8 audience, but I do want to show where the ingress and egress
9 off of Cowan-Lorraine Road is that you can see there because
10 the one lady had the question about where the ingress and
11 egress was. So it's certainly on Cowan-Lorraine Road.

12 If anybody comes up and looks at it, please
13 hold your conversations to none. You can certainly take a
14 look at it if you would.

15 So, Virgil, talk to me a little bit about --
16 while they're doing that and they can look at it while we're
17 talking. We've seen it, and we've got it here. So talk to
18 me a little bit about the importance of having that lot in
19 Georgia Place as a T5. And you don't have to point to it,
20 just talk to us about it.

21 MR. GILLESPIE: Okay. Let me emphasize that
22 the --

23 (Audience having conversations.)

24 MR. GILLESPIE: The lots on Georgia Place --

25 MR. WILLIAMS: Y'all, I'm going to make you sit

1 down if there's conversation. Okay? I'm going to make you
2 sit down if there's conversation. Thank you.

3 All right. Go ahead, Virgil.

4 MR. GILLESPIE: I really need to turn this
5 around.

6 MR. WILLIAMS: Okay. Thank y'all. Turn it
7 around. I disagree with you, but we'll do it. Turn it
8 around, go ahead. Go ahead, turn it around. Turn it
9 around, Virgil, please. Thank you.

10 MR. GILLESPIE: All right. I want to make a
11 point here that this right here, this is the Georgia Place
12 T4+. Everything from there, all of this is T5. We're not
13 asking to change any of this.

14 MR. WILLIAMS: And we know that.

15 MR. GILLESPIE: We're asking to change this
16 and a little bit of this over here that's T4+.

17 MR. WILLIAMS: I understand that.

18 MR. GILLESPIE: This is T5. This is T6.

19 MR. WILLIAMS: So why do you need T5 on a lot
20 in Georgia Place?

21 MR. GILLESPIE: Okay. For practical
22 purposes, number one. As part of the property, we have an
23 option. The bank, they want to sell it to us. What we're
24 going to do is put the end of the pool here.

25 Sure, we could cut it off right there. Cut

1 it off right there. But that's 107 feet. But everything
2 they're complaining about is still going to be there.

3 In other words, the pool is still going to be
4 right in here.

5 All we're asking is give us a little bit more
6 room to do what -- I mean, I can't see how 107 feet --

7 MR. WILLIAMS: Can your pool not go in T4L?

8 MR. GILLESPIE: Sir?

9 MR. WILLIAMS: Can your pool not go in T4L?

10 MR. PEMBERTON: It's T4+.

11 MR. WILLIAMS: T4+. Thank you for correcting
12 me.

13 MR. PEMBERTON: What you have proposed,
14 correct me if I'm wrong, on that north part, if we left it
15 T4+, it does not affect your development as proposed. It
16 also addresses the concerns of the neighbors.

17 So if that's really what you're going to want
18 built, I feel that there's a simple compromise.

19 MR. WILLIAMS: Everybody wins in that.

20 MR. GILLESPIE: Well, we don't want to
21 disturb the neighbors. What you all are saying is, hey, Mr.
22 Gillespie, you all might not build this, so do us a favor.
23 Take it out up on Georgia Place, you can still build it. So
24 if you don't build it, these people will still have their
25 T4+.

1 MR. PEMBERTON: That's correct.

2 MR. WILLIAMS: Exactly.

3 MR. GILLESPIE: I don't have a problem with
4 that.

5 MR. WILLIAMS: Good. Okay. I thought I was
6 mis-explaining.

7 MR. PEMBERTON: I want one more clarity if
8 you don't mind.

9 So the subdivision covenants, is that
10 recorded in the City of Gulfport and enforced by the City of
11 Gulfport? Or is it just recorded or enforced by the
12 association?

13 MR. HOLMES: It's recorded in Harrison
14 County, and the City of Gulfport recognizes covenants, but
15 we don't enforce them.

16 MR. PEMBERTON: So it doesn't have to be
17 built as it sits today a single family residence unless
18 legally the residents of Georgia Place want to not let it
19 happen, I guess is what I'm saying.

20 MR. GILLESPIE: We recognize we have to obey
21 covenants.

22 (Comments from audience.)

23 MR. WILLIAMS: That's okay. Shhh. Hang on.
24 I don't need you. I understand.

25 MR. PEMBERTON: I'm trying to get clarity for

1 myself.

2 If we left that T4+, by right the T4+ would
3 allow the pool within those amenities. But the covenants
4 say it has to be a single family residence. And we have no
5 right to say anything about those covenants. So where does
6 that even play a factor I guess is what I'm trying to
7 understand.

8 MR. DAIGLE: Aren't we getting a little ahead
9 of ourselves? Because that's more with the site plan what
10 they plan to do. What we're talking about now is zoning.

11 MR. WILLIAMS: I agree with that. I think
12 this point is important. I totally agree with what you're
13 saying, but I think this point is important in regards to
14 the covenants because it was brought up and this whole
15 discussion has been about what's going there, not about just
16 rezoning. So I think we're okay, so keep going.

17 MR. PEMBERTON: I'm definitely not trying --

18 MR. WILLIAMS: No, certainly not.

19 MR. PEMBERTON: But I'm trying to get clarity
20 for them, for you guys and for us.

21 I think T4+, they can do what they propose, a
22 T5 do that. Then they're just going to have to figure out
23 the covenants on their own because that won't come back in
24 front of us in regards to the covenant matter, correct?

25 MR. HOLMES: That's correct.

1 MR. WILLIAMS: So what they'd have to do is
2 take legal action outside of this body.

3 MR. PEMBERTON: Outside of us.

4 MR. WILLIAMS: Correct. Okay.

5 MR. PEMBERTON: I'm sorry.

6 MR. WILLIAMS: No, I think that was
7 important. So, okay.

8 Go ahead, Charlie.

9 MR. HEWES: Mr. Gillespie, I've got maybe
10 one, maybe two questions.

11 On that piece of property that is in Georgia
12 Place proper, other than the fact that the bank wants to
13 sell it, do you need that to complete this? Because like
14 what Mr. Williams stated, after 15, 18 years on this
15 commission we've seen a lot of things go wrong. And one of
16 the issues that the neighbors have is that turning into an
17 ingress/egress whether it be emergency, nonemergency, in
18 their narrow street.

19 And that's very much a concern for me, too,
20 because they don't need that.

21 So how do we know that down the road, it may
22 not be Mr. Vaccaro, but someone may purchase it and say,
23 hey, I've got property that abuts that street, and I'm going
24 to make that another entrance or exit.

25 So my concern is for the neighbors and to

1 protect the amount of traffic in their neighborhood. And so
2 do you actually need that to develop this?

3 I personally think it's a wonderful
4 development, and it's a heck of a lot better than the
5 trailers on stilts like they talked about. And it's not
6 going to bring that much traffic on and off. If you have 62
7 places, you're looking at 60 cars maybe max.

8 So do you need that square, do you need that
9 piece of property other than cutting the pool down a little
10 bit?

11 MR. GILLESPIE: I'm not the developer. But
12 I'm sure they could do the whole project without those
13 pieces of property. But the bank is going to make us buy
14 the piece of property whether we use it or not. I mean, you
15 know that.

16 MR. HEWES: No, I don't. The bank can't make
17 () you want to spend your money on. They can suggest
18 it.

19 MR. GILLESPIE: Well, you know, I'm
20 negotiating with the bank. And if I tell the bank, well,
21 we're not going to buy that, they're going to say we're not
22 going to sell it to you because the contract says you got to
23 buy it all. And why would they want to hold onto that piece
24 of property?

25 I mean, I'm just --

1 MR. HEWES: Well, the bank is going to --

2 (Speaking over one another.)

3 MR. HEWES: I'm not talking about what you're
4 going to buy or not. I'm just trying to address the concern
5 for them that if this becomes a part of this development, it
6 could easily turn into a street or an alley going into their
7 neighborhood, and that's a concern for them.

8 And that's part of our duty is to -- I know
9 we're not talking about a site plan right now, but I think
10 this needs to be hashed out, and it needs to be answered.

11 MR. GILLESPIE: Okay.

12 We got to purchase the piece of property.
13 It's in the contract. The bank is going to make us purchase
14 the piece of property.

15 If we leave it out completely, we're going to
16 end up owning the piece of property. We'd try to sell it.
17 But it seems to me that it would be a bigger problem with us
18 owning it and no restrictions by y'all, seems to me that the
19 plan would be to say we give you the rezoning of all of it
20 but -- Charles, I don't know how to answer that.

21 I mean, we're going to end up with the piece
22 of property but we're not going to build on it, I mean,
23 unless it's allowed by the covenants in T4+.

24 MR. HEWES: So can I ask Mr. Holmes something
25 just a point here because when we're looking at what we

1 received in our packet, this piece of property is one square
2 but it looks like they're developing or buying both of them.
3 Is that the case, they're trying to zone both of these
4 pieces?

5 MR. GILLESPIE: One is coming up next month
6 because we couldn't get the contract with that other lot in
7 order to get it in to this meeting. So only one of those
8 lots is on the application tonight.

9 MR. DAIGLE: And then you're going to be
10 coming back to rezone one next month T5.

11 MR. GILLESPIE: Right. But if we work
12 something out here tonight about leaving it T4, that won't
13 come up.

14 MR. ELLIOTT: So this layout that's here,
15 this can be accomplished the way it's drawn in a T4, right?

16 MR. PEMBERTON: T4+.

17 MR. ELLIOTT: T4+. So the way that's zoned
18 currently, it doesn't need to be rezoned to T5. With that
19 zoning, this can happen. You don't have to take it out. We
20 just do't have to rezone it to accomplish this.

21 So what I think you were saying, Garlon, is
22 the bottom portion on the beach has to be rezoned to a T5.

23 MR. PEMBERTON: Just a sliver of it. But it
24 still has a stepdown from a T5 to a T4+ to a T3. So it
25 still keeps the down zoning like it goes from theirs to the

1 neighbors.

2 MR. ELLIOTT: So that we need to look at
3 rezoning. But the T4+ up on the top on Georgia Place --

4 MR. PEMBERTON: It just needs to stay T4+.

5 MR. ELLIOTT: If this is, in fact, what you
6 want to do, nothing needs to change from a zoning
7 standpoint.

8 MR. GILLESPIE: I'd like to formally withdraw
9 that part of my application that asks for -- and this one
10 only asks for T4 -- I mean for T5, and leave everything up
11 on Georgia Place as T4+ and only ask for this area in here
12 to be rezoned.

13 MR. PEMBERTON: I think that's a great
14 compromise.

15 MR. GILLESPIE: Now, we're not going to ever
16 bring any traffic off of Georgia Place. We don't want
17 traffic off of Georgia Place. We will probably still do the
18 buffer up here whether we put anything up there or not
19 because we want to be -- I know, look, I know how these
20 people feel, you know. I was here a couple of weeks ago,
21 and I thought everybody was going to kill me in a
22 neighborhood I lived in.

23 But I want to be friends with these people up
24 here. I want to have as good a relationship as possible
25 with them. And that means no traffic on Georgia Place. You

1 see, we've put a boulevard coming in here because we know,
2 yeah, those are big machines. No machine is going to come
3 down Georgia Place.

4 MR. DAIGLE: Can I ask just have one more
5 question?

6 One of the concerns the gentleman I think who
7 lives next to the fire department brought up, he was talking
8 about people mistaking Georgia Place as a turn into this RV
9 park. Do you have any signage or anything to go out there
10 on the main road?

11 MR. GILLESPIE: We'd be more than willing to
12 work with the fire and police in regard to doing that. I
13 mean, I could see the point there.

14 MR. DAIGLE: It's something to think about.

15 MR. GILLESPIE: We'd be happy to do that.

16 MR. WILLIAMS: All right. Commissioners, any
17 other questions? And Greg has acknowledged that we can
18 obviously in our motion say that we're looking at doing this
19 rezoning except for the parcel that is on Georgia Place and
20 leave it as T4L -- T4+. Thanks, Garlon, for keeping me
21 straight.

22 MR. HEWES: And just a point, if we leave it
23 like that, they won't need to come in the future to a future
24 meeting about that other lot that they're looking at
25 purchasing.

1 MR. WILLIAMS: They can purchase it and leave
2 it as it is, yeah.

3 MR. GILLESPIE: We're going to withdraw that
4 application, also.

5 MR. WILLIAMS: Great. All right.

6 (To audience) Y'all, I can't have anybody
7 else come back up on conversation. But I appreciate if you
8 had the opportunity to talk.

9 So, Commissioners, any other questions?

10 All right. Can we get a motion?

11 MR. HEWES: Mr. Chair, I move that we approve
12 Case 2208PC145 with the exception of the lot that fronts on
13 Georgia Place and we leave that in the T4+ that it stands
14 right now and rezone everything else requested to the T5.

15 MR. WILLIAMS: All right. Do I have a
16 second?

17 MR. PEMBERTON: Second.

18 MR. WILLIAMS: All right. We've got a motion
19 and a second as stated to rezone everything else as
20 requested except for the Georgia Place lot that will remain
21 a T4+ as it stands.

22 So any discussion, Commissioners, on that?

23 If not, all those in favor signify by saying
24 aye. Any opposed?

25 (Unanimous vote.)

1 MR. WILLIAMS: All right. It's been approved
2 on that. Certainly appreciate it.

3 And I understand from the residential part on
4 the beach down there, you know, in the way that you're
5 looking at it, and I know that's what you wanted to comment
6 on, but while it's been zoned for residential, that hasn't
7 been residential in 17 years. So that's one of the busiest
8 corners along, you know, Highway 90 and Cowan Road in
9 Gulfport. So there is going to be a difference in what is
10 there, and I think this is better than what could have been
11 there.

12 So, anyway, just my opinion, not that it
13 matters to anybody.

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BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2208PC145

COURT REPORTER'S CERTIFICATE

I, Norma Jean Ladner Soroë, Certified Shorthand Reporter, do hereby certify that to the best of my skill and ability I have reported the hearing held before the City of Gulfport Planning Commission and that the foregoing 49 pages constitute a true and correct transcription of said hearing held on the 25th day of August 2022.

I do further certify that my certificate annexed hereto applies only to the original and certified transcript. The undersigned assumes no responsibility for the accuracy of any reproduced copies not made under my control and direction.

Witness my signature this the 7th day of September 2022.

NORMA JEAN LADNER SOROE, CSR #1297
Certified Shorthand Reporter

VIA HAND DELIVERY



Gulfport Planning Commission
Attention: Greg Holmes, Planning Administrator
1410 24th Avenue
Gulfport, MS 39501

Re: Notice of Appeal/Letter of Objection-**Zoning Map Amendment 2208PC145**, by M&P Development, LLC, tax parcels 1011C-01-010.000, 1010N-04-029.000, Request to rezone from T4L, (General Urban Zone Limited) and T4+, (General Urban Zone "Plus"), to T5 (Urban Center Zone), Ward 2.

Dear Mr. Holmes,

On behalf of myself (Carol Cernicky), Bruce Cernicky, Mrs. Rebecca Davis, Mr. Gene Davis, Mrs. Branham Rosnik, Mr. Jim Rosnik, Mr. Mark Mayer, Mr. Mike Marshall, Mr. Roger Brunell and Ms. Rebecca Kershaw and other interested parties, I would like to appeal the approval of tax parcels 1011C-01-010.000 and 1010N-04-029.000, request to rezone from T4L, (General Urban Zone Limited) and T4+, (General Urban Zone "Plus"), to T5 (Urban Center Zone), in Ward 2 on the grounds as stated by all citizens and objectors presented before the **Gulfport City Planning Commission on Thursday, December 15, 2022 at 4:30PM.**

In light of the above claims, this notice of appeal and objection to the rezoning proposed by M&P Development, LLC, and approved by the Planning Commission to rezone tax parcels 1011C-01-010.000 and 1010N-04-029.000, from T4L, (General Urban Zone Limited) and T4+, (General Urban Zone "Plus"), to T5 (Urban Center Zone) and reserve the right to make further objections once a transcript of the proceedings from the Planning Commission Meeting on December 15, 2022 have been certified and a copy has been provided to me at the following address:

Carol Cernicky
1472 Georgia Pl
Gulfport, MS 39507

Sincerely,

A handwritten signature in purple ink that reads "Carol Cernicky". The signature is fluid and cursive.

Carol Cernicky
1472 Georgia Pl.
Gulfport,, MS 39507



DEPARTMENT OF
FINANCE AND
ACCOUNTING

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5705
Fax: 228-868-0223

William H. Hardy Building
1410 24th Ave. 2nd Floor
Gulfport, MS 39501

MEMORANDUM

TO: City Councilmembers
Billy Hewes, Mayor
Leonard Papania, Chief Administrative Officer

FROM: Todd Harman, Director of Finance and Accounting

TH

DATE: January 3, 2023

RE: Utility Account Manager

When the retirement of our current Utility Account Manager, the Administration wishes to refill this position. This position is responsible to the accurate receipting and posting of all payments (approximately \$35 million per fiscal year) received by Utility Billing. This includes all cash, check, electronic ACH, electronic credit card, and other payments received.

This is a key position to the department, and I thank you in advance for your consideration.



Human Resources

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5831
Fax: 228-868-5722

MEMO TO: City Council
Billy Hewes, Mayor
Leonard Papania, Chief Administrative Officer

Human Resources
1422 23rd Ave
Gulfport, MS 39501

FROM: Samantha S. Sherrill, Human Resources Manager

RE: Refill the PSN Utility Account Manager, Utility Billing

DATE: January 3, 2023

The Director of Finance and Accounting with the approval of the Chief Administrative Officer is requesting to re-fill the position of Utility Account Manager effective January 17th, 2023. This position will be vacated within the next 60 days. This position will not require a budget amendment. The position will be in Grade 112 and is already budgeted at step 7, \$43,028.44. The position will be posted from Grade 112 Step 0 to Grade 112 step 7 (\$40,156.93-\$43,028.50).



City of Gulfport Job Description

Utility Account Manager (UAM)

Department: Utility Billing

FLSA Status: Non-Exempt

EEO Class: Professional

Grade: 112

Date Approved: 1/4/2022

Date Revised: 1/3/2023

Position Overview

Under general direction of the Utility Billing Manager, the position performs the banking functions of the Utility Billing department and assists with the preparation of financial information for recurring reports. This position reports directly to the Utility Billing Manager.

Essential Job Functions

Essential duties and functions, pursuant to the American with Disabilities Act, may include the following. Other related duties may be assigned.

- Conducts and maintains all utility billing banking; online banking, EFT, lockbox, phone payments, and daily banking deposits.
- Interacts with internal and external citizens/customers, departments, and governmental agencies, through various ways: face to face, by phone, by electronic mails responding to account and billing inquiries and adjustments, requests for service and other issues related to water utility services.
- Performs routine accounting work; balance, post, deposit daily, receipt of customer payments via mail, by credit card, online, and in person along with the posting of cash receipts utilizing utility software, invoicing and accounts receivable documentation, maintenance and reconciliation. Safeguards cash/checks.
- Manages customers' accounts; including updating accounts with EFT data, canceling and removing info of EFT data per customer request.
- Performs basic clerical work including, but not limited to typing, filing, and organizing, record keeping, mathematics and accounting techniques and principles.
- Coordinates with banking institution when file errors occur or reconciliation issues arise.
- Documents details of all transactions: complaints, comments, and inquiries from customers, and maintains confidentiality of information.
- Completes work and projects in a thorough and timely manner with strong accuracy and attention to detail.
- Accepts and processes E-billing forms/set up in system.
- Assists with AMS Collections reporting and government payments (EDI).
- Handles Web payment exceptions, bank transfers, billing journal entries, and automated adjustments.
- Corrects misapplied payments by reversing and applying to correct account/customer.
- Assists in the monthly balancing of the utility billing bank statements upon request from the accounting department.
- Assists Customer Service Representatives by reviewing records, helps to determine cause of discrepancies, problems or errors, and recommends the necessary corrective action.

Knowledge, Skills and Abilities

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

- Exceptional customer service skills that involves receiving and responding to customers concerns and needs in order to make sound judgements.
- Exceptional communication skills by the ability to communicate effectively with face-to-face, phone customers, government agencies, and internal departments with a clear and concise understanding.
- Possess exceptional organization skills by completing assignments with accuracy and in a timely manner.
- Possess proficiency in Microsoft Office software; Outlook, Word, and Excel.
- Must demonstrate a typing skill of 30 wpm.
- Ability to understand and follow directions from manager.
- Ability to work effectively under pressure and with frequent interruptions.
- Ability to communicate effectively, both orally and in writing with customers, co-workers and others providing feedback and strong problem-solving skills.
- Ability to make mathematical computations quickly and accurately.
- Ability to use analytical thinking and reasoning to solve a problem.
- Ability to act in a self-confident manner to facilitate completion of a work assignment or to defend a position or idea and follow-up.
- Ability to follow a systematic method of performing a task.
- Ability to multi-task in a high-pressure environment.
- Ability to interpret rules, policies, and procedures and apply city, state, and federal policies, laws, and regulations.
- Make sound judgements while adhering to city ordinances and codes.
- Ability to supervise and manage employees within a multiple-task function.
- Ability to prepare clear and concise reports.
- Knowledge of municipal accounting or banking procedures.
- Considerable knowledge of computers, networks, communications, and business software applications.
- Ability to analyze complex financial transactions.
- Ability to communicate with other departmental staff and maintain an effective working relationship with others.

Education and Experience

College degree with coursework in accounting, business, or computer technology preferred. Experience with utility billing practices or banking is preferred. Three to five years of high-volume cash handling and customer service experience. Three to four years of clerical/data entry experience, or an equivalent combination of education, training and experience. One to two years' experience in a lead or supervisory capacity.

Required Licenses or Certificates

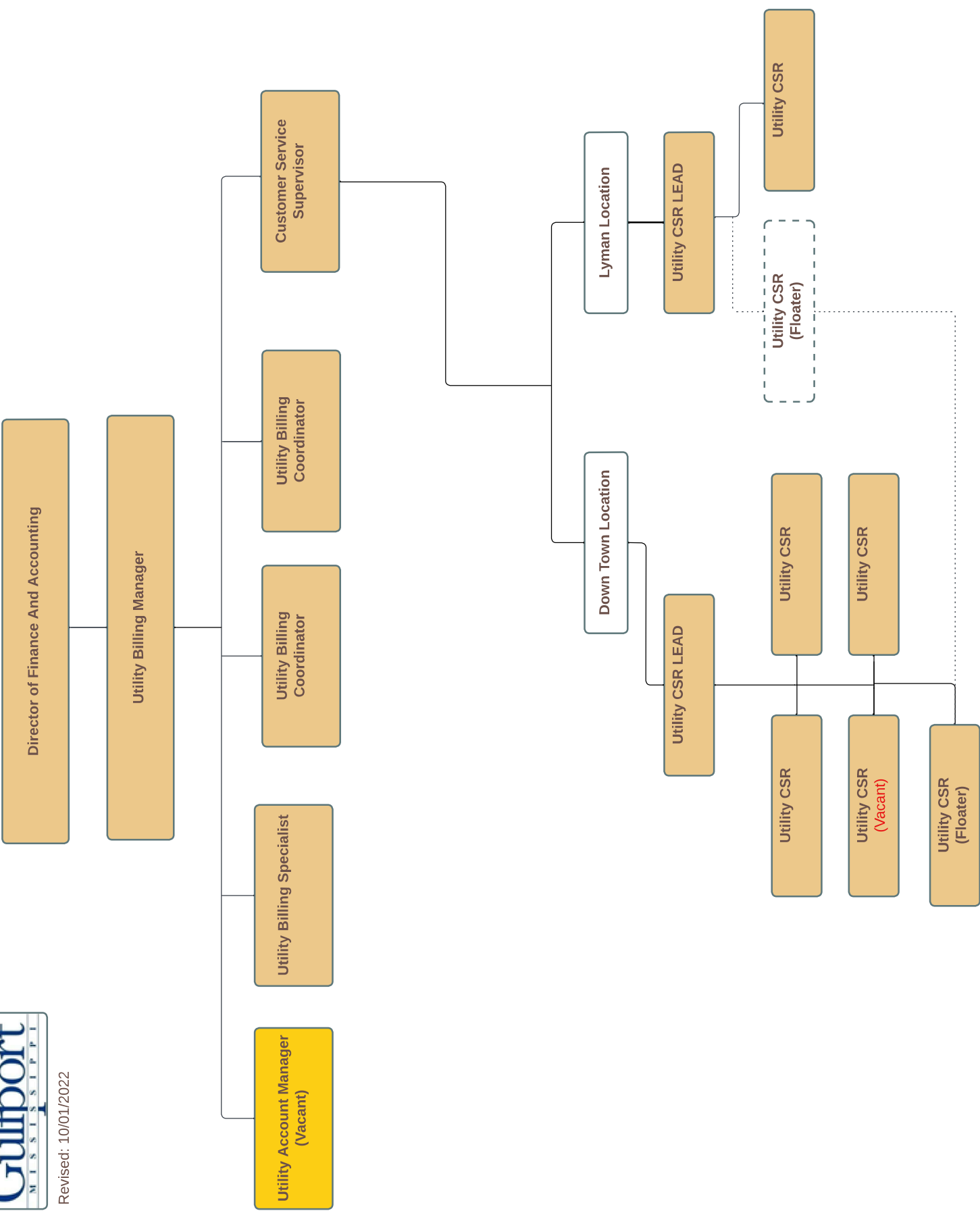
Must possess a valid Mississippi driver's license.

Physical Demands and Working Conditions

Physical requirements include occasional lifting/carrying of 10+ pounds; visual acuity, speech and hearing; hand and eye coordination and manual dexterity necessary to operate a computer keyboard and basic office equipment. Subject to sitting, standing, reaching, walking, twisting and kneeling to perform the essential functions. Working conditions are indoors.



Revised: 10/01/2022



There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2023, the following Ordinance:

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION
11-74 OF THE CODE OF ORDINANCES OF
THE CITY OF GULFPORT, MISSISSIPPI**

WHEREAS, the Gulfport City Council has enacted various ordinances over time regulating water and sewers in the City of Gulfport and the rates to be charged by the City of Gulfport for water, sewer collection and sewer treatment which ordinances have been codified as Chapter 11, Articles I, II, III, IV, V, and VI of the Code of Ordinances of the City of Gulfport, Mississippi; and

WHEREAS, certain sections contained within Chapter 11, Article III, which regulate the rates charged for water, sewer collection and sewer treatment, are in need of amendment for purposes of clarifying the rates charged therefore and for other purposes; and

WHEREAS, it is also necessary to clarify, within the confines of the City's Ordinances, which rates are subject to review by the Mississippi Public Service Commission.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters and things set forth in the above preamble are hereby accepted as stated as the findings of the Gulfport City Council.

SECTION 2. That Section 11-74 of the Code of Ordinances of the City of Gulfport, Mississippi, be amended to read as follows:

A. **Water and sewer service outside and within one (1) mile of the city limits.** Those customers of the City's water and sewer system who receive such services at locations that are within one (1) mile of the city limits shall be billed monthly for water, sewage collection and sewage treatment, as follows:

(1) Water.

- a. *Metered service.* The rate for water service delivered through a meter for each monthly period shall be at the rate of two dollars and seventy-seven cents (\$2.77) per one thousand (1,000) gallons of water measured for the first three thousand (3,000) gallons, at the rate of two dollars and ninety cents (\$2.90) per one thousand (1,000) gallons of water measured for four thousand (4, 000) gallons through ten thousand (10,000) gallons, and at the rate of three dollars and four (\$3.04) per one thousand gallons of water measured for the remainder exceeding ten thousand (10,000) gallons during a monthly period.
- b. *Unmetered service.* The rate for unmetered water service for each monthly period shall be based upon a projected average consumption of six thousand (6,000) gallons of water consumed at the rate of two dollars and seventy-seven cents (\$2.77) per one thousand (1,000) gallons of water measured for the first three thousand (3,000) gallons, at the rate of two dollars and ninety cents (\$2.90) per one thousand (1,000) gallons of water measured for four thousand (4, 000) gallons through ten thousand (10,000) gallons, and at the rate of three dollars and four cents (\$3.04) per one thousand gallons of water measured for the remainder exceeding ten thousand (10,000) gallons during a monthly period.
- c. *Minimum rates.* The minimum monthly charge for water service shall be at the same rate provided for in paragraph 1) above, calculated based on the minimum gallons provided for in Sec. 11-64(b).

(2) *Rates for sewage collection.* The monthly rate for sewage collection service shall be calculated based upon the quantity of water delivered through a meter or as assumed for unmetered service as provided in subsection (a) at the four dollars and forty-six cents (\$4.46) per one thousand (1,000) gallons measured for the first three thousand (3,000) gallons, at the rate of four dollars and eighty-three cents (\$4.83) per one thousand (1,000) gallons measured for four thousand (4,000) gallons through ten thousand (10,000) gallons, and at the rate of five dollars and six cents (\$5.06) per one thousand (1,000) gallons measured for the remainder, if any, exceeding ten thousand (10,000) gallons during the monthly period. The minimum monthly charge for sewage

collection service shall be at the same rate provided for herein, calculated based on the minimum gallons provided for in Sec. 11-66(b).

(3) *Rates for sewage treatment service.* The monthly rate for sewage treatment service shall be calculated based upon the quantity of water delivered through a meter or as metered separately as provided in Section 11-66(c) or (f) at the rate of four dollars and ninety-four cents (\$4.94) per one thousand (1,000) gallons measured for the first three thousand (3,000) gallons, at the rate of five dollars and forty-one cents (\$5.41) per one thousand (1,000) gallons measured for four thousand (4,000) gallons through ten thousand (10,000) gallons, and at the rate of five dollars and seventy-eight cents (\$5.78) per one thousand (1,000) gallons measured for the remainder, if any, exceeding ten thousand (10,000) gallons during the monthly period. The minimum monthly charge for sewer treatment service shall be at the same rate provided for herein, calculated based on the minimum gallons provided for in Sec. 11-66(b).

B. Water and sewer service outside and beyond one (1) mile of the city limits. Those customers of the City's water and sewer system who receive such services at locations that are outside and beyond one (1) mile of the city limits shall be billed monthly for water, sewage collection and sewage treatment, as follows:

(1) *Water.*

- a. *Metered service.* The rate for water service delivered through a meter for each monthly period shall be at the rate of two dollars and ninety cents (\$2.90) per one thousand (1,000) gallons of water measured for the first three thousand (3,000) gallons, at the rate of three dollars (\$3.00) per one thousand (1,000) gallons of water measured for four thousand (4,000) gallons through ten thousand (10,000) gallons, and at the rate of three dollars and ten cents (\$3.10) per one thousand gallons of water measured for the remainder exceeding ten thousand (10,000) gallons during a monthly period.
- b. *Unmetered service.* The rate for unmetered water service for each monthly period shall be based upon a projected average consumption of six thousand (6,000) gallons of water

consumed at the rate of two dollars and ninety cents (\$2.90) per one thousand (1,000) gallons of water measured for the first three thousand (3,000) gallons, at the rate of three dollars (\$3.00) per one thousand (1,000) gallons of water measured for four thousand (4,000) gallons through ten thousand (10,000) gallons, and at the rate of three dollars and ten cents (\$3.10) per one thousand gallons of water measured for the remainder exceeding ten thousand (10,000) gallons during a monthly period.

c. *Minimum rates.* The minimum monthly charge for water service shall be at the same rate provided for in paragraph 1) above, calculated based on the minimum gallons provided for in Sec. 11-64(b).

(2) *Rates for sewage collection.* The monthly rate for sewage collection service shall be calculated based upon the quantity of water delivered through a meter or as assumed for unmetered service as provided in subsection (a) at the five dollars and thirty cents (\$5.30) per one thousand (1,000) gallons measured for the first three thousand (3,000) gallons, at the rate of five dollars and fifty cents (\$5.50) per one thousand (1,000) gallons measured for four thousand (4,000) gallons through ten thousand (10,000) gallons, and at the rate of five dollars and seventy cents (\$5.70) per one thousand (1,000) gallons measured for the remainder, if any, exceeding ten thousand (10,000) gallons during the monthly period. The minimum monthly charge for sewage collection service shall be at the same rate provided for herein, calculated based on the minimum gallons provided for in Sec. 11-66(b).

(3) *Rates for sewage treatment service.* The monthly rate for sewage treatment service shall be calculated based upon the quantity of water delivered through a meter or as metered separately as provided in Section 11-66(c) or (f) at the rate of three dollars and ninety-two cents (\$3.92) per one thousand (1,000) gallons measured for the first three thousand (3,000) gallons, at the rate of four dollars and thirty cents (\$4.30) per one thousand (1,000) gallons measured for four thousand (4,000) gallons through ten thousand (10,000) gallons, and at the rate of four dollars and fifty-eight cents (\$4.58) per one thousand (1,000) gallons measured for the remainder, if any,

exceeding ten thousand (10,000) gallons during the monthly period. The minimum monthly charge for sewer treatment service shall be at the same rate provided for herein, calculated based on the minimum gallons provided for in Sec. 11-66(b).

SECTION 3. All provisions of Chapter 11 of the Code of Ordinances of the City of Gulfport, Mississippi, not in conflict herewith shall remain in full force and effect as heretofore provided.

SECTION 4. This ordinance shall be in full force and effect thirty (30) days after the date of passage.

The above and foregoing Ordinance, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT/ABSTAIN

WHEREUPON, the President declared the motion carried and the Ordinance adopted, this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this the _____ day of _____, 2023.

APPROVED:

MAYOR

There came on for consideration at a duly constituted meeting of the City Council and Mayor of the City of Gulfport held on the _____ day of _____, 2023, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL TEXT OF THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF GULFPORT, MISSISSIPPI ADOPTED THE 29TH DAY OF JUNE, 1979, AS AMENDED, TO AMEND SECTION I. DEFINITIONS, (B) WORDS AND PHRASES - HOTEL; AND AMEND BY ADDING TO SECTION I. DEFINITIONS, (B) WORDS AND PHRASES – SHORT TERM RENTAL; AND, TO AMEND SECTION III. DISTRICT REGULATIONS (J) CHART OF PERMITTED USES (2) SCHEDULE OF USES - RESIDENTIAL TO ADD SHORT TERM RENTAL

WHEREAS, the City wishes to adopt regulations for short term rentals in one- and two-family dwelling units that differ from those regulations for other hotel enterprises; and

WHEREAS, in an effort to address the specific scope of operation of various uses to ensure that harmony and orderly development of the neighborhood can be maintained, it is deemed necessary to amend the ordinance; and

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, find and do so determine, based upon the recommendation of the Gulfport City Planning Commission, that the Comprehensive Zoning Ordinance should be amended as follows:

To amend Section I. Definitions (B) Words and Phrases – Hotel; and to amend by adding Section I. Definitions (B) Words and Phrases – Short Term Rental, and, to amend Section III. District Regulations (J) Chart of Permitted Uses (2) Schedule of uses – Residential to add Short Term Rental

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1: That Section I. Definitions (B) Words and Phrases – *Hotel* of the official text of the Comprehensive Zoning Ordinance of the City of Gulfport, adopted the 29th day of June, 1979, as amended, be and the same is hereby amended;

EXISTING:

Hotel: A building or group of buildings in which any sleeping quarters are furnished on a commercial basis to transients or to any person or persons for a period of less than one (1) month; the term includes "motel", "tourist court" and nightly and weekly vacation rentals located in one- and two-family dwelling units.

AMEND TO READ:

Hotel: A building or group of buildings in which any sleeping quarters are furnished on a commercial basis to transients or to any person or persons for a period of less than one (1) month; the term includes "motel" and "tourist court."

And

AMEND BY ADDING (in the appropriate alphabetical spot):

Short Term Rental: Rental of all or any portion thereof of a residential dwelling unit for dwelling, lodging or sleeping purposes to any person or persons for a period of less than one (1) month.

SECTION 2. That Section III. District Regulations (J) Chart of Permitted Uses (2) Schedule of uses, Other: Home Occupation of the official text of the Comprehensive Zoning Ordinance of the City of Gulfport, adopted the 29th day of June, 1979, as amended, be and the same is hereby amended as follows:

EXISTING:

OTHER:

R = Allowed by Right, P = Planning Commission approval, X – Special Exception,
-- = Not allowed

Names of Uses and Conditions	A - 1, T 1, T 2	R - E	R - U E	R - 1 - 1 5	R - 1 - 1 0	R - 1- 7. 5, T 3	R - 1 - 5	R - 2	R - 3	R - 4	R-O, T4 L	R-B, T 4+	B - 1, T 5	B - 2, T 6	B - 3	B - 4	E - G	I - 1	I - 2	I - 3	S B	W F	A E
RESIDENTIAL																							
Dwelling, one-family	R	R	R	R	R	R	R	R	R	R	R	R	—	—	P	—	—	—	—	—	—	—	—
Dwelling, one- family, as an accessory or industrial use	—	—	—	—	—	—	—	—	—	—	—	—	P	P	P	P	—	P	P	P	—	—	—
Dwelling, two family	—	—	—	—	—	—	P	R	R	R	R	R	—	—	P	—	—	—	—	—	—	—	—
Dwelling, multiple- family	—	—	—	—	—	—	—	R	R	R	R	R	P	P	R	—	—	—	—	—	—	—	—
Dwelling, townhouse	—	—	—	—	—	—	—	R	R	R	R	R	P	P	P	—	—	—	—	—	—	—	—
Dwelling, zero lot line	—	—	—	—	—	P	P	R	R	R	R	R	—	—	P	—	—	—	—	—	—	—	—
Mobile home, on an individual lot	R	R	—	—	—	—	P	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hotel, motel, including restaurant and lounge enclosed within the structure of the main building	—	—	—	—	—	—	—	—	—	—	—	R	R	R	R	R	R	—	—	—	—	—	—
Hotel, motel, including automobile filling station as an accessory use only	—	—	—	—	—	—	—	—	—	—	—	—	R	R	—	R	—	—	—	—	—	—	—
Mobile home subdivision	—	—	—	—	—	—	—	—	P	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile home park	—	—	—	—	—	—	—	P	P	—	—	P	—	—	—	—	—	—	—	—	—	—	—
Recreational vehicle park	—	—	—	—	—	—	—	—	—	—	—	—	P	P	—	—	—	—	—	—	—	—	—
Rooming house	—	—	—	—	—	—	—	X	—	—	R	—	R	—	—	—	—	—	—	—	—	—	—
Bed and breakfast	—	—	—	—	—	—	—	X	X	X	R	R	P	P	—	X	—	—	—	—	—	—	—
Modular structures	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

AMEND TO ADD: Short term rental TO READ as follows:

Names of Uses and Conditions	A - 1, T 1, T 2	R - E	R - U E	R - 1 - 1 5	R - 1 - 1 0	R - 1- 7. 5, T 3	R - 1 - 5	R - 2	R - 3	R - 4	R-O, T4 L	R-B, T 4+	B - 1, T 5	B - 2, T 6	B - 3	B - 4	E - G	I - 1	I - 2	I - 3	S B	W F	A E
RESIDENTIAL																							
Dwelling, one-family	R	R	R	R	R	R	R	R	R	R	R	R	—	—	P	—	—	—	—	—	—	—	—
Dwelling, one-family, as an accessory or industrial use	—	—	—	—	—	—	—	—	—	—	—	—	P	P	P	P	—	P	P	P	—	—	—
Dwelling, two family	—	—	—	—	—	—	P	R	R	R	R	R	—	—	P	—	—	—	—	—	—	—	—
Dwelling, multiple-family	—	—	—	—	—	—	—	R	R	R	R	R	P	P	R	—	—	—	—	—	—	—	—
Dwelling, townhouse	—	—	—	—	—	—	—	R	R	R	R	R	P	P	P	—	—	—	—	—	—	—	—
Dwelling, zero lot line	—	—	—	—	—	P	P	R	R	R	R	R	—	—	P	—	—	—	—	—	—	—	—
Mobile home, on an individual lot	R	R	—	—	—	—	P	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hotel, motel, including restaurant and lounge enclosed within the structure of the main building	—	—	—	—	—	—	—	—	—	—	—	R	R	R	R	R	R	—	—	—	—	—	—
Hotel, motel, including automobile filling station as an accessory use only	—	—	—	—	—	—	—	—	—	—	—	—	R	R	—	R	—	—	—	—	—	—	—
Mobile home subdivision	—	—	—	—	—	—	—	—	P	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile home park	—	—	—	—	—	—	—	P	P	—	—	P	—	—	—	—	—	—	—	—	—	—	—
Recreational vehicle park	—	—	—	—	—	—	—	—	—	—	—	—	P	P	—	—	—	—	—	—	—	—	—
Rooming house	—	—	—	—	—	—	—	X	—	—	R	—	R	—	—	—	—	—	—	—	—	—	—
Bed and breakfast	—	—	—	—	—	—	—	X	X	X	R	R	P	P	—	X	—	—	—	—	—	—	—

Modular structures	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Short term rental	—	—	P	P	P	P	P	R	R	R	R	R	R	—	—	—	—	—	—	—	—	—	—

AMEND BY ADDING

Pre-existing Short Term Rental. A Short Term Rental, as defined herein, which existed on or before the date of the adoption of this Ordinance and which is located in a zoning classification where a Short Term Rental is not allowed or is allowed only upon Planning Commission approval, may be permitted without regard to the Zoning Ordinance only so long as the owner thereof provides acceptable documentary proof of existence of the Short Term Rental and applies for the Short Term Rental Permit within ninety (90) days following the effective date of this ordinance and otherwise complies with applicable ordinances governing Short Term Rentals. Said Short Term Rental, which shall be a non-conforming use, may remain permitted so long as the permit is renewed, as required, and does not lapse or is not revoked for any reason. Should the Short Term Rental Permit issued pursuant to this paragraph lapse or be revoked, for any reason, the legal non-conforming use status applicable to the Short Term Rental shall be irretrievably lost. Thereafter, the Short Term Rental shall comply with any and all applicable zoning ordinances. Acceptable proofs of existence of the Short Term Rental are, as follows: 1. Documentation demonstrating advertising or offering of the Short Term Rental to the public for paid rental, or 2. Documentation demonstrating actual paid rental of the Short Term Rental.

SECTION 4. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: “This Ordinance amends the City’s Code of Ordinances with respect to Short Term Rentals by adding them to the Chart of Permitted Uses and, thereby, establishing the zones where they are allowed as a matter of right or by planning commission approval; establishing a “grandfathering” provision for existing Short Term Rentals; and removing Short Term Rentals from the definition of Hotel”. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk.” For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City’s Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

SECTION 3: This Ordinance shall be in full force and effect thirty (30) days after the date of passage. It shall be published according to law and shall be spread upon the minutes of the Gulfport City Council.

The above and foregoing Ordinance, after having been first reduced to writing, was introduced by _____, seconded by _____ and was adopted by the following roll call votes, to-wit:

YEAS: NAYS: ABSTENTIONS: ABSENT:

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the _____ day of _____, 2023.

(SEAL:)

ATTEST:

ADOPT:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance, having been submitted and approved by the Mayor, this the _____ day of _____, 2023.

MAYOR

There came on for consideration at a duly constituted meeting of the City Council and Mayor of the City of Gulfport held on the _____ day of _____, 2023, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL TEXT OF THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF GULFPORT, MISSISSIPPI ADOPTED THE 29TH DAY OF JUNE, 1979, AS AMENDED, TO AMEND SECTION I. DEFINITIONS, (B) WORDS AND PHRASES - HOTEL; AND AMEND BY ADDING TO SECTION I. DEFINITIONS, (B) WORDS AND PHRASES – SHORT TERM RENTAL; AND, TO AMEND SECTION III. DISTRICT REGULATIONS (J) CHART OF PERMITTED USES (2) SCHEDULE OF USES - RESIDENTIAL TO ADD SHORT TERM RENTAL

WHEREAS, the City wishes to adopt regulations for short term rentals in one- and two-family dwelling units that differ from those regulations for other hotel enterprises; and

WHEREAS, in an effort to address the specific scope of operation of various uses to ensure that harmony and orderly development of the neighborhood can be maintained, it is deemed necessary to amend the ordinance; and

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, find and do so determine, based upon the recommendation of the Gulfport City Planning Commission, that the Comprehensive Zoning Ordinance should be amended as follows:

To amend Section I. Definitions (B) Words and Phrases – Hotel; and to amend by adding Section I. Definitions (B) Words and Phrases – Short Term Rental, and, to amend Section III. District Regulations (J) Chart of Permitted Uses (2) Schedule of uses – Residential to add Short Term Rental

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1: That Section I. Definitions (B) Words and Phrases – *Hotel* of the official text of the Comprehensive Zoning Ordinance of the City of Gulfport, adopted the 29th day of June, 1979, as amended, be and the same is hereby amended as follows:

EXISTING:

Hotel: A building or group of buildings in which any sleeping quarters are furnished on a commercial basis to transients or to any person or persons for a period of less than one (1) month; the term includes "motel", "tourist court" and nightly and weekly vacation rentals located in one- and two-family dwelling units.

AMEND TO READ:

Hotel: A building or group of buildings in which any sleeping quarters are furnished on a commercial basis to transients or to any person or persons for a period of less than one (1) month; the term includes "motel" and "tourist court."

And

AMEND BY ADDING (in the appropriate alphabetical spot):

Short Term Rental: Rental of all or any portion thereof of a residential dwelling unit for dwelling, lodging or sleeping purposes to any person or persons for a period of less than one (1) month.

SECTION 2. That Section III. District Regulations (J) Chart of Permitted Uses (2)

Schedule of uses, Other: Home Occupation of the official text of the Comprehensive Zoning Ordinance of the City of Gulfport, adopted the 29th day of June, 1979, as amended, be and the same is hereby amended as follows:

EXISTING:

OTHER:

R = Allowed by Right, P = Planning Commission approval, X – Special Exception,
-- = Not allowed

Names of Uses and Condition s	A - 1, T 1, T 2	R - E	R - U E	R - 1 - 1 5	R - 1 - 1 0	R - 1- 7. 5, T 3	R - 1 - 5	R - 2	R - 3	R - 4	R-O, T4 L	R-B, T 4+	B - 1, T 5	B - 2, T 6	B - 3	B - 4	E - G	I - 1	I - 2	I - 3	S B	W F	A E
RESIDEN TIAL																							
Dwelling, one-family	R	R	R	R	R	R	R	R	R	R	R	R	—	—	P	—	—	—	—	—	—	—	—
Dwelling, one- family, as an accessory or industrial use	—	—	—	—	—	—	—	—	—	—	—	—	P	P	P	P	—	P	P	P	—	—	—
Dwelling, two family	—	—	—	—	—	—	P	R	R	R	R	R	—	—	P	—	—	—	—	—	—	—	—
Dwelling, multiple- family	—	—	—	—	—	—	—	R	R	R	R	R	P	P	R	—	—	—	—	—	—	—	—
Dwelling, townhouse	—	—	—	—	—	—	—	R	R	R	R	R	P	P	P	—	—	—	—	—	—	—	—
Dwelling, zero lot line	—	—	—	—	—	P	P	R	R	R	R	R	—	—	P	—	—	—	—	—	—	—	—
Mobile home, on an individual lot	R	R	—	—	—	—	P	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hotel, motel, including restaurant and lounge enclosed within the structure of the main building	—	—	—	—	—	—	—	—	—	—	—	R	R	R	R	R	R	—	—	—	—	—	—
Hotel, motel, including automobil e filling station as an accessory use only	—	—	—	—	—	—	—	—	—	—	—	—	R	R	—	R	—	—	—	—	—	—	—
Mobile home subdivisio n	—	—	—	—	—	—	—	—	P	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile home park	—	—	—	—	—	—	—	P	P	—	—	P	—	—	—	—	—	—	—	—	—	—	—
Recreatio nal vehicle park	—	—	—	—	—	—	—	—	—	—	—	—	P	P	—	—	—	—	—	—	—	—	—

Rooming house	—	—	—	—	—	—	—	X	—	—	R	—	R	—	—	—	—	—	—	—	—	—	—
Bed and breakfast	—	—	—	—	—	—	—	X	X	X	R	R	P	P	—	X	—	—	—	—	—	—	—
Modular structures	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

AMEND TO ADD: Short term rental TO READ as follows:

Names of Uses and Conditions	A - 1, T 1, T 2	R - E	R - U E	R - 1 - 1 5	R - 1 - 1 0	R - 1- 7. 5, T 3	R - 1 - 5	R - 2	R - 3	R - 4	R-O, T4 L	R-B, T 4+	B - 1, T 5	B - 2, T 6	B - 3	B - 4	E - G	I - 1	I - 2	I - 3	S B	W F	A E
RESIDENTIAL																							
Dwelling, one-family	R	R	R	R	R	R	R	R	R	R	R	R	—	—	P	—	—	—	—	—	—	—	—
Dwelling, one-family, as an accessory or industrial use	—	—	—	—	—	—	—	—	—	—	—	—	P	P	P	P	—	P	P	P	—	—	—
Dwelling, two family	—	—	—	—	—	—	P	R	R	R	R	R	—	—	P	—	—	—	—	—	—	—	—
Dwelling, multiple-family	—	—	—	—	—	—	—	R	R	R	R	R	P	P	R	—	—	—	—	—	—	—	—
Dwelling, townhouse	—	—	—	—	—	—	—	R	R	R	R	R	P	P	P	—	—	—	—	—	—	—	—
Dwelling, zero lot line	—	—	—	—	—	P	P	R	R	R	R	R	—	—	P	—	—	—	—	—	—	—	—
Mobile home, on an individual lot	R	R	—	—	—	—	P	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hotel, motel, including restaurant and lounge enclosed within the structure of the main building	—	—	—	—	—	—	—	—	—	—	—	R	R	R	R	R	R	—	—	—	—	—	—
Hotel, motel, including automobile filling station as an accessory use only	—	—	—	—	—	—	—	—	—	—	—	—	R	R	—	R	—	—	—	—	—	—	—
Mobile home subdivision	—	—	—	—	—	—	—	—	P	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile home park	—	—	—	—	—	—	—	P	P	—	—	P	—	—	—	—	—	—	—	—	—	—	—
Recreational vehicle park	—	—	—	—	—	—	—	—	—	—	—	—	P	P	—	—	—	—	—	—	—	—	—
Rooming house	—	—	—	—	—	—	—	X	—	—	R	—	R	—	—	—	—	—	—	—	—	—	—
Bed and breakfast	—	—	—	—	—	—	—	X	X	X	R	R	P	P	—	X	—	—	—	—	—	—	—
Modular structures	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Short term rental	—	—	P	P	P	P	P	R	R	R	R	R	R	—	—	—	—	—	—	—	—	—	—	—
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AMEND BY ADDING:

Pre-existing Short Term Rental. A Short Term Rental, as defined herein, which existed on or before the date of the adoption of this Ordinance and which is located in a zoning classification where a Short Term Rental is not allowed or is allowed only upon Planning Commission approval, may be permitted without regard to the Zoning Ordinance only so long as the owner thereof provides acceptable documentary proof of existence of the Short Term Rental and applies for the Short Term Rental Permit within ninety (90) days following the effective date of this ordinance and otherwise complies with applicable ordinances governing Short Term Rentals. Said Short Term Rental, which shall be a non-conforming use, may remain permitted so long as the permit is renewed, as required, and does not lapse or is not revoked for any reason. Should the Short Term Rental Permit issued pursuant to this paragraph lapse or be revoked, for any reason, the legal non-conforming use status applicable to the Short Term Rental shall be irretrievably lost. Thereafter, the Short Term Rental shall comply with any and all applicable zoning ordinances. Acceptable proofs of existence of the Short Term Rental are, as follows: 1. Documentation demonstrating advertising or offering of the Short Term Rental to the public for paid rental, or 2. Documentation demonstrating actual paid rental of the Short Term Rental.

SECTION 3. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: “This Ordinance amends the City’s Code of Ordinances with respect to Short Term Rentals by adding them to the Chart of Permitted Uses and, thereby, establishing the zones where they are allowed as a matter of right or by planning commission approval; establishing a “grandfathering” provision for existing Short Term Rentals; and removing Short Term Rentals from the definition of Hotel”. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk.” For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City’s Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

SECTION 4. This ordinance shall be in full force and effect 30 days after the date of passage. It shall be published according to law and shall be spread on the minutes of the Gulfport City Council.

The above and foregoing Ordinance, after having been first reduced to writing, was introduced by _____, seconded by _____ and was adopted by the following roll call votes, to-wit:

YEAS: NAYS: ABSTENTIONS: ABSENT:

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the _____ day of _____, 2023.

(SEAL:)

ATTEST:

ADOPT:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance, having been submitted and approved by the Mayor, this the _____ day of _____, 2023.

MAYOR

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held the _____ day of _____, 2023, the following ordinance.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 5 OF THE CODE OF ORDINANCES TO ESTABLISH REGULATIONS FOR THE OPERATION OF SHORT TERM RENTALS AND ESTABLISH A PERMITTING PROCESS FOR THE SAME, AND FOR RELATED PURPOSES

WHEREAS, in recent years, the number of Short Term Rentals in the City of Gulfport has increased tremendously, with many of them located in neighborhoods that are, traditionally, single family residential neighborhoods; and

WHEREAS, in order to balance the interests of those who desire to lease single family homes on a short term basis with the interests of those who either own or rent (on a long term basis) their homes for traditionally residential purposes, the City has determined that it is necessary to permit the short term rentals and to provide regulations for the operation of the same. .

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1: That Chapter 5 of the Code of Ordinances be amended to add a new Section as more fully set forth in Exhibit “A” hereto.

SECTION 4: This Ordinance shall otherwise be in full force and effect thirty (30) days after the date of passage. It shall be published according to law and shall be spread upon the minutes of the Gulfport City Council.

SECTION 5. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: “This Ordinance amends the City’s Code of Ordinances to provide operating regulations and permitting scheme for ‘Short Term Rentals’. A copy of the full text of this Ordinance is available to municipal residents upon request to the City

Clerk.” For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City’s Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

The above and foregoing Ordinance, after having been first reduced to writing, was introduced by _____, seconded by _____ and was adopted by the following roll call votes, to-wit:

YEAS:

ABSTENTIONS:

NAYS:

WHEREUPON the President declared the motion carried and the Ordinance adopted this the _____ day of _____, 2023.

(SEAL:)

ATTEST:

ADOPT:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance, having been submitted and approved by the Mayor, this the _____ day of _____, 2023.

BILLY HEWES, Mayor

**** **NOTE:** WHAT IS IN **YELLOW HIGHLIGHT** WAS ADDED AFTER CITY COUNCIL LAST REVIEWED OVER A YEAR AGO AND THESE CHANGES HAVE NOT YET BEEN CONSIDERED BY THE COUNCIL.

A. Short Term Rental Permits – Created and Required.

1. It shall be unlawful to operate a Short Term Rental, as defined in the Zoning Ordinance of the City of Gulfport, without first obtaining a Short Term Rental Permit issued by the City of Gulfport, by and through the Department of Urban Development, pursuant to this Ordinance and in compliance with any and all applicable ordinances, statutes, regulations, and laws. The term Short Term Rental, as used herein, may also refer to the structure being used as a Short Term Rental.
2. An annual Short Term Rental Permit shall be issued to a property owner by the Department of Urban Development only after all requirements of this and any other applicable ordinances have been met. A Short Term Rental Permit shall be revoked, suspended, or not renewed due to the Permittee's failure to comply with any provisions or requirements of the Zoning Ordinance or the requirements provided herein. Multiple individual Short Term Rentals on a single parcel of property shall be permitted separately. **The applicant for a Short Term Rental Permit consents to inspections conducted on the applicant's property associated or related in any way to compliance of this Ordinance, and the issuance of a Short Term Rental Permit is conditioned on and subject to such consent and permission, which shall be in effect for the duration of the Permit unless such Permit is revoked, rescinded, or otherwise canceled by the applicant (permittee) or the City.**
3. Any holder of a Short Term Rental Permit issued pursuant to this Ordinance shall maintain on file with the Department of Urban Development the name and current address of a natural person in Harrison County upon whom service can be made including, without limitation, the service of legal process and other legal notices related to the operation of the Short Term Rental and/or compliance with this Ordinance and/or applicable provisions and requirements of the Zoning Ordinance. By applying for a Short Term Rental Permit, a property owner consents and agrees that service upon the person on file shall be deemed effective service upon the holder of the Short Term Rental Permit. Any corporation or other business entity holding a Short Term Rental Permit shall be qualified to do business in the State of Mississippi.
4. General Requirements:
 - a. No person other than the owner of the property where the Short Term Rental is to be operated may be issued a Short Term Rental permit for that property.
 - b. Each Short Term Rental shall be equipped with working smoke detectors installed in accord with the applicable Fire Code.
 - c. Each Short Term Rental shall be equipped with a properly maintained and charged portable fire extinguisher (2A 10BC) which shall be inspected annually by the Permittee and serviced every five (5) years by an

Commented [JB1]: *NOTE: This language needs to also be contained in the application for a STR permit. I've not seen any proposed application; however, Legal needs to review that application and this should be prepared and sent to Legal before this Ordinance is considered/adopted by the Council.

**** **NOTE:** WHAT IS IN **YELLOW HIGHLIGHT** WAS ADDED AFTER CITY COUNCIL LAST REVIEWED OVER A YEAR AGO AND THESE CHANGES HAVE NOT YET BEEN CONSIDERED BY THE COUNCIL.

- approved company and which is installed in a visible and accessible location.
- d. Each Short Term Rental shall be equipped with a carbon monoxide detector (installed per manufacturer's recommendations) (this paragraph applies only if there is natural gas or propane service to the Short Term Rental or if the Short Term Rental has an interior fireplace (gas or wood burning)).
 - e. Permittee shall post in the Short Term Rental the information required in Paragraph C.3. of this ordinance. Posting shall be displayed in a prominent location.
 - f. The property where the proposed Short Term Rental is located must have **no existing violations of the City's Code of Ordinances, including, but not limited to, any violations of building and life safety codes adopted by the City.**
 - g. The applicant shall be required to certify that operation of the Short Term Rental shall not violate any applicable deed restriction or subdivision, homeowner association or property owner association covenant, regulation or other similar rule.
 - h. Parking at the Short Term Rental shall be limited to one vehicle (truck or car) per sleeping room, as such term is defined herein, with the exception that those parcels of properties that abut or adjoining the Biloxi River shall be exempt from such a requirement.**
 - i. Permittee shall collect or cause to be collected all applicable charges, taxes and fees and remit or cause to be remitted the same to the appropriate governmental entity.

B. Application Requirements.

An applicant for a Short Term Rental Permit shall:

1. Fully complete and execute an Application for Short Term Rental Permit.
2. Certify and attest to the following, under penalty of perjury, as to the following:
 - a. That the applicant is owner of the property where the Short Term Rental is to be operated.
 - b. That the Short Term Rental is equipped with working smoke detectors installed in accord with the applicable Fire Code.
 - c. That the Short Term Rental is equipped with a properly maintained and charged portable fire extinguisher (2A 10BC) which shall be serviced annually by an approved company and which is installed in a visible and accessible location.
 - d. That the Short Term Rental is equipped with a carbon monoxide detector (installed per manufacturer's recommendations) (this paragraph applies only if there is natural gas or propane service to the Short Term Rental or if the Short Term Rental has an interior fireplace (gas or wood burning)).

**** **NOTE:** WHAT IS IN **YELLOW HIGHLIGHT** WAS ADDED AFTER CITY COUNCIL LAST REVIEWED OVER A YEAR AGO AND THESE CHANGES HAVE NOT YET BEEN CONSIDERED BY THE COUNCIL.

- e. That posted in the Short Term Rental is the information required in Paragraph C.3. of this Ordinance. Posting shall be displayed in a prominent location.
 - f. That the property has no municipal code violation liens.
 - g. That operation of the Short Term Rental does not violate any applicable deed restriction or subdivision, homeowner association or property owner association covenant, regulation or other similar rule.
 - h. That the applicant understands that, if granted a Permit pursuant to this ordinance, all applicable charges, fees and taxes must be collected or must be caused to be collected and remitted to the appropriate governmental entity.
 - i. That the applicant understands that if granted a Permit pursuant to this ordinance, parking shall be limited to one vehicle (truck or car) per sleeping room, as such term is defined herein, unless otherwise excepted or exempted herein.
 - j. Any and all other information as may be requested by the Department of Urban Development on the Short Term Rental Permit Application.
3. Furnish the following documentation to the Department of Urban Development with the completed and executed application:
 - a. A floor plan that indicates the location of the required smoke detectors, fire extinguisher, carbon monoxide detector and emergency contact/fire-exit posting and where the Short Term Rental permit will be posted.
 - b. A copy of the deed vesting ownership in the property in the applicant.
 - c. A Certificate of Zoning Compliance from the Department of Urban Development (not required for “grandfathered” Short Term Rental units).
 - d. A copy of the applicant’s sales tax certificate.
 - e. A trash management plan.
 4. Pay all applicable permit fees.
 5. Pass a fire inspection per check list attached hereto.

Where information provided by Applicant on the Short Term Rental Permit Application and/or the documentation provided along with the Application is found by a court of competent jurisdiction to be fraudulent, inaccurate, or false or constitute a material misrepresentation or a violation of the ordinance, the City Short Term Rental Permit shall be automatically revoked, held for naught and void ab initio and any deposits held by the Permittee for future bookings shall be returned to the prospective renter/s. All requirements of this Section shall be continuously maintained throughout the duration of the permit.

The City issues a Short Term Rental Permit in reliance upon the applicant’s certified representation that no applicable deed restriction or subdivision, homeowner association or property owner association covenant, regulation or other similar rule prohibits the operation of the Short Term Rental at that particular location.

An application shall not be accepted or considered by the Department of Urban Development unless the same is complete, contains all required documentation and is fully executed by the Applicant.

**** **NOTE:** WHAT IS IN **YELLOW HIGHLIGHT** WAS ADDED AFTER CITY COUNCIL LAST REVIEWED OVER A YEAR AGO AND THESE CHANGES HAVE NOT YET BEEN CONSIDERED BY THE COUNCIL.

C. Permit Issuance.

1. Upon satisfactory submission of the required and completed and fully executed application, certification and documentation, approval by the Gulfport Fire Department after on-site inspection and payment of permit fees, the Department of Urban Development shall issue an annual Short Term Rental Permit to the applicant. Said Permit shall contain:
 - a. The address of the Short Term Rental.
 - b. The Permittee's name, mailing address, phone number where Permittee may be reached during the stay and electronic mail address.
 - c. The permit number.
 - d. Occupancy Limit as established by the City (criteria: one person per twin bed, two persons per full, queen or king bed; to meet criteria, a bed must be located in a sprinkled or double access room). **For the purposes of this ordinance, any room considered eligible for occupancy and containing a bed shall be considered to be a sleeping room.**
 - e. Contact Information for the Owner's Local Agent (name, cell and land (if applicable) phone and e-mail), if different from owner, for complaints or concerns by renters. The Local Agent shall be an individual able to respond on-premises to complaints and concerns twenty-four hours a day.
 - f. Dates the permit is valid.
2. The Permittee shall place the permit number and occupancy limit on any listing advertising or offering the property for use as a Short Term Rental. The Permittee shall also include the following language on any listing advertising or offering the property for use as a Short Term Rental: "Tenants are expected to abide by the provisions of Gulfport's "Noise Ordinance." The Permittee shall only advertise the Short Term Rental as allowed by this Ordinance.
3. The Permittee shall post the following information in a prominent location in the interior, clearly visible to guests:
 - a. The Short Term Rental Permit;
 - b. Floor plan that indicates the location of the required smoke detectors, fire extinguisher, carbon monoxide detector and emergency contact/fire-exit posting; and
 - c. The Noise Ordinance for the City of Gulfport, found in Section 7-10 of the Code of Ordinances.
4. Where planning commission approval is required,
 - a. No application for a Short Term Rental Permit may be accepted by the Department of Urban Development until the expiration of the appeal period applicable to decisions of the Planning Commission or, if appealed, until expiration of the appeal period applicable to decisions of the City Council.

**** **NOTE:** WHAT IS IN **YELLOW HIGHLIGHT** WAS ADDED AFTER CITY COUNCIL LAST REVIEWED OVER A YEAR AGO AND THESE CHANGES HAVE NOT YET BEEN CONSIDERED BY THE COUNCIL.

- b. An applicant must apply for the Short Term Rental permit no later than forty-five (45) days after a final decision of the Planning Commission or, if appealed to the City Council, no later than forty-five (45) days after the decision of the City Council.

D. Permit Renewal.

A Short Term Rental Permit is valid one year from the date of issuance. The Permit may be renewed upon application to the Department of Urban Development by submission of a fully completed and executed renewal application (which shall require the same information and documentation as the initial application), and certification that, to the best of the Permittee's knowledge, all taxes, charges and required fees relative to the Short Term Rental have been collected and remitted to the appropriate governmental entity. A fire inspection shall be required for renewal. An application for a renewal permit must be submitted prior to the expiration date of the permit for which renewal is sought. A renewal permit, assuming it is issued, shall be dated the date of expiration of the permit for which renewal is sought.

E. Permit Fees.

1. One Short Term Rental per tax parcel:
 - a. Non-refundable fee for the initial permit shall be two hundred dollars (\$200.00).
 - b. Non-refundable fee for the renewal permit shall be one hundred dollars (\$100.00).
2. Multiple Short Term Rentals per tax parcel:
 - a. Non-refundable fee for the initial permit shall be two hundred dollars (\$200.00) for the first Short Term Rental and shall be one hundred dollars (\$100.00) for each additional Short Term Rental located on the same tax parcel
 - b. Non-refundable fee for the renewal permit shall be one hundred dollars (\$100.00) for the first Short Term Rental and shall be fifty dollars (\$50.00) for each additional Short Rental located on the same tax parcel

F. Permit non-transferrable.

A permit issued under this Ordinance is property and owner specific and shall not be automatically transferred from one property or owner to another. Notwithstanding the foregoing, a permit issued for a Short Term Rental may be transferred from one owner to another so long as the new owner shall, within forty-five (45) days of the purchase of the property, apply for a permit in the new owner's name. Failure of the new owner to apply for the permit within forty-five (45) days of the conveyance of the property to the new owner shall result in the immediate expiration of the permit.

G. Owner Requirements.

The owner shall sign an indemnification and hold harmless agreement in a form approved by the City Attorney, agreeing to indemnify, save, protect, hold harmless, and defend the City of Gulfport, and the City of Gulfport representatives, officers, officials, employees, agents, and

**** **NOTE:** WHAT IS IN **YELLOW HIGHLIGHT** WAS ADDED AFTER CITY COUNCIL LAST REVIEWED OVER A YEAR AGO AND THESE CHANGES HAVE NOT YET BEEN CONSIDERED BY THE COUNCIL.

volunteers from any and all claims, demands, damages, fines, obligations, suits, judgments, penalties, causes of action, losses, liabilities, or costs at any time received, incurred, or accrued as a result of, or arising out of owner's actions or inactions in the operation, occupancy, use, and/or maintenance of the property.

H. Penalties.

Any violation of this Ordinance or the correlating provisions in the Zoning Ordinance shall constitute a misdemeanor offense to be charged against the property owner. Violations under this Ordinance are punished in accord with Section 1-9 of the Code of Ordinances..

Further, upon first conviction of a violation of this ordinance or the related provisions of the Zoning Ordinance, the Director of Urban Development, or his designee, shall suspend the Short Term Rental Permit for a period of thirty (30) days. Upon a second conviction of a violation of this ordinance or the related provisions of the Zoning Ordinance within a period of two (2) years, the Director of Urban Development, or his designee, shall suspend the Short Term Rental Permit for a period of ninety (90) days. Upon a third conviction of a violation of this ordinance or the related provisions of the zoning ordinance with a period of two (2) years, the Director of Urban Development, or his designee, shall suspend the Short Term Rental Permit for a period of three hundred sixty five (365) days. Any suspension of the Short Term Rental Permit under this provision may be appealed to the City Council. The Short Term Rental Permit shall remain in effect during the pendency of appeal of a misdemeanor conviction or permit suspension.

Upon conviction for operation/rental of a Short Term Rental without proper permitting, or operating/renting a Short Term Rental while a permit has been suspended or revoked, the property owner shall not be eligible for the issuance, or reinstatement, of a Short Term Rental permit at any location in the City of Gulfport for a period of three hundred sixty five (365) days.

Nothing contained herein shall be construed to limit the civil or equitable legal remedies available to the City or any other person for the correction of violations of this Ordinance and the correlating provisions in the Zoning Ordinance.

Where a Short Term Rental is permitted as a non-conforming use, if the Permit is revoked, terminated or expires, the Short Term Rental may no longer be permitted as a non-conforming use and the provisions of this Ordinance and the Zoning Ordinance will apply to the Short Term Rental.

I. Records Maintenance.

The City will maintain any such records as it deems necessary from time to time to administer the provisions of this ordinance.

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Short-Term Rental Fire Inspection Checklist

General Precautions Against Fire:

- ☐ Address must be clearly marked, as follows:
 - ☐ Visible and legible from the road or street fronting the property
 - ☐ Color of numbers contrasts with the background color
 - ☐ Numbers are Arabic numbers (not spelled out)
 - ☐ Numbers are a minimum of 4" tall with a minimum stroke of 1/2".
- ☐ Fireplaces/Wood Stoves: a non-combustible ash receptacle with lid must be provided outside the structure and located more than ten feet from any combustible material, including the structure.
- ☐ Combustible materials shall not be stored near fuel fired heating equipment or in special rooms containing fuel fired equipment.
- ☐ Portable fuel fired heaters are not be permitted.

Fire Suppression & Detection Equipment:

- ☐ Single Station Smoke Alarms must be provided, as follows:
 - ☐ In sleeping areas
 - ☐ In every room in the path of the means of egress from the sleeping area to the door leading from the sleeping unit
 - ☐ In each story within the sleeping unit, including basements
- ☐ At least one (1) 2A 10BC Portable Fire Extinguisher shall be mounted in a visible and accessible location.
- ☐ Fire Extinguisher(s) shall be inspected annually by the Permittee and serviced every five (5) years by an approved company.
- ☐ Any installed fire alarm or automatic fire sprinkler system must be inspected every five (5) years by an approved company.
- ☐ Carbon Monoxide Detector must be installed per manufacturer's directions

Means of Egress:

- ☐ If no automatic fire sprinkler system is present, each sleeping room shall have, in addition to the exit door, one other means to provide an emergency escape, which may be a second door that leads directly to the outside of the structure, or an openable window that is operational from within the area in which it serves without the use of any special tools or keys. If bars or grills are installed, a release mechanism shall be installed.

Electrical Safety:

- ☐ Multi-plug adapters, such as cube adapters, un-fused plug strips or any other devices not complying with the electrical code are prohibited.
- ☐ Extension cords shall not be utilized as or in place of permanent wiring.
- ☐ When utilized, portable electric heaters shall comply with the following:
 - ☐ Must be UL listed and labeled.
 - ☐ Must be plugged directly into an approved receptacle.

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- ☐ May not be plugged into any extension cords.
- ☐ May not be located within 3 feet of combustible material and only in locations for which they are listed.



**PURCHASING
DEPARTMENT**

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5705
Fax: 228-868-0223

William H. Hardy Building
1410 24th Ave. 2nd Floor
Gulfport, MS 39501

MEMORANDUM

To: City Councilmembers
Mayor Billy Hewes

FROM: Jessica Versiga, Purchasing Agent

DATE: January 5, 2023

RE: Term Contract Group C2A – Culvert and Ram Neck Piping (Revision)
Contract Period 01/01/2023 through 12/31/2023
Renewable Period 01/01/2024 through 12/31/2024

The Purchasing Department received an email from Coburn's Supply rescinding their bid proposal submitted on December 12, 2022 in regards to the above referenced group. I have reviewed the remaining bids received on the above referenced group and recommend acceptance of the lowest and best bids as indicated by the highlighted and designated areas in each column. The primary winner is highlighted in a darker grey and the alternate will be highlighted in a lighter shade of grey. I have attached a tabulation sheet for your review and approval.

Thank you for your consideration.

Group C2A - Culvert and Ram Neck Piping						
Contract Period 01-01-2023 through 12-31-2023						
Renewable Option 01-01-2024 through 12-31-2024						
	Design Precast	Southern Waterworks	G+O Supply Co.	Consolidated Supply	Ferguson Waterworks	
		12/12/22 @ 9:28 am	12/12/22 @8:54 am	11/22/22 @ 9:24 am	12/12/22 @ 11:36 am	
Section 1 - Ram Neck,Gasket Only						
Cut Length						
1. 1 x 2'5"		No Bid	No Bid	No Bid	No Bid	No Bid
2. 1 1/2" x 3'5"		No Bid	No Bid	No Bid	No Bid	No Bid
3. 1 3/4" x 3'5"		No Bid	No Bid	No Bid	No Bid	No Bid
Section 2 - HDPE Pipe Water Tight (Bell End) Connection, Smooth Interior						
1. 15"	per lineal foot	No Bid	\$13.60	\$13.90	\$13.90	\$13.60
2. 18"	per lineal foot	No Bid	\$18.04	\$18.44	\$18.44	\$18.04
3. 24"	per lineal foot	No Bid	\$30.86	\$31.55	\$31.55	\$30.86
4. 30"	per lineal foot	No Bid	\$43.30	\$44.27	\$44.27	\$43.30
5. 36"	per lineal foot	No Bid	\$54.28	\$55.49	\$55.49	\$54.28
6. 42"	per lineal foot	No Bid	\$69.92	\$71.48	\$71.48	\$69.92
7. 48"	per lineal foot	No Bid	\$88.13	\$90.09	\$90.09	\$88.13
8. 60"	per lineal foot	No Bid	\$151.76	\$155.14	\$155.14	\$151.76
Section 3 - Nyloplast or Equal, PVC Drain Basins with Lockable Cast Iron Grates						
1. 15"	per lineal foot	No Bid	\$1,196.74	\$1,223.37	\$1,223.37	\$1,196.74
2. 18"	per lineal foot	No Bid	\$1,404.35	\$1,435.59	\$1,435.59	\$1,404.35
3. 24"	per lineal foot	No Bid	\$1,760.87	\$1,800.05	\$1,800.05	\$1,760.87
4. 30"	per lineal foot	No Bid	\$2,835.87	\$2,898.97	\$2,898.97	\$2,835.87
Section 4 - HDPE Pipe Perforated Sock Pipe – 20’ Sections - Price per section						
1. 4" Flexible		No Bid	\$94.00	\$96.00	\$96.00	\$78.00
2. 4" Rigid		No Bid	\$42.80	\$219.00	\$43.80	\$42.80
3. 6" Rigid		No Bid	\$77.20	\$394.00	\$78.80	\$77.20
4. 8" Rigid		No Bid	\$146.00	\$747.00	\$149.40	\$146.00
5. 10" Rigid		No Bid	\$217.60	\$1,112.00	\$222.40	\$217.60
6. 12" Rigid		No Bid	\$209.60	\$1,071.00	\$214.20	\$209.60
7. 15" Rigid		No Bid	\$288.20	\$1,473.00	\$294.60	\$288.20

Group C2A - Culvert and Ram Neck Piping						
Contract Period 01-01-2023 through 12-31-2023						
Renewable Option 01-01-2024 through 12-31-2024						
		Design Precast	Southern Waterworks	G+O Supply Co.	Consolidated Supply	Ferguson Waterworks
			12/12/22 @ 9:28 am	12/12/22 @8:54 am	11/22/22 @ 9:24 am	12/12/22 @ 11:36 am
8. 18" Rigid		No Bid	\$385.40	\$1,970.00	\$394.00	\$394.00
9. 24" Rigid		No Bid	\$635.80	\$3,250.00	\$650.00	\$635.00
Section 5 - HDPE Pipe, 20' Sections						
Diameter						
1. 15"	Flared End	No Bid	\$262.75	\$262.75	\$262.75	\$262.75
2. 18"	Flared End	No Bid	\$352.96	\$352.96	\$352.96	\$352.96
3. 24"	Flared End	No Bid	\$452.98	\$452.98	\$452.98	\$452.98
Section 6 - HDPE Perforated Sock Pipe, Flexible						
1. 4" Perforated Under-Drain sock pipe		No Bid	\$94.00	\$96.00	\$96.00	\$94.00
2. 6" Perforated Under-Drain sock pipe		No Bid	\$207.00	\$211.00	\$211.00	\$207.00
Diameter						
1. 15"	per foot	\$22.40	No Bid	No Bid	No Bid	No Bid
2. 18"	per foot	\$30.72	No Bid	No Bid	No Bid	No Bid
3. 24"	per foot	\$47.04	No Bid	No Bid	No Bid	No Bid
4. 30"	per foot	\$67.84	No Bid	No Bid	No Bid	No Bid
5. 36"	per foot	\$88.00	No Bid	No Bid	No Bid	No Bid
6. 42"	per foot	\$109.76	No Bid	No Bid	No Bid	No Bid
7. 48"	per foot	\$138.88	No Bid	No Bid	No Bid	No Bid
8. 54"	per foot	\$170.88	No Bid	No Bid	No Bid	No Bid
9. 60"	per foot	\$207.36	No Bid	No Bid	No Bid	No Bid

Group C2A - Culvert and Ram Neck Piping						
Contract Period 01-01-2023 through 12-31-2023						
Renewable Option 01-01-2024 through 12-31-2024						
	Design Precast	Southern Waterworks	G+O Supply Co.	Consolidated Supply	Ferguson Waterworks	
		12/12/22 @ 9:28 am	12/12/22 @8:54 am	11/22/22 @ 9:24 am	12/12/22 @ 11:36 am	
Section 8 - Concrete Arch, ASTM C-506, Class III, w/Preformed Mastic						
Diameter						
1. 18 x 11		\$32.90	No Bid	No Bid	No Bid	
2. 22 x 13		\$40.95	No Bid	No Bid	No Bid	
3. 29 x 18		\$57.05	No Bid	No Bid	No Bid	
4. 36 x 23		\$68.60	No Bid	No Bid	No Bid	
5. 44 x 27		\$94.15	No Bid	No Bid	No Bid	
6. 51 x 31		\$121.80	No Bid	No Bid	No Bid	
7. 58 x 36		\$155.05	No Bid	No Bid	No Bid	
8. 65 x 40		\$189.00	No Bid	No Bid	No Bid	
Section 8 - Concrete Flared End Sections						
1. 18"	round each	\$675.00	No Bid	No Bid	No Bid	
	arch each	no bid	No Bid	No Bid	No Bid	
2. 24"	round each	\$975.00	No Bid	No Bid	No Bid	
	arch each	\$1,025.00	No Bid	No Bid	No Bid	
3. 30"	round each	\$1,350.00	No Bid	No Bid	No Bid	
	arch each	\$1,400.00	No Bid	No Bid	No Bid	
4. 36"	round each	\$1,875.00	No Bid	No Bid	No Bid	
	arch each	\$1,925.00	No Bid	No Bid	No Bid	
5. 42"	round each	No Bid	No Bid	No Bid	No Bid	
	arch each	\$2,390.00	No Bid	No Bid	No Bid	
6. 48"	round each	\$2,850.00	No Bid	No Bid	No Bid	
	arch each	\$2,900.00	No Bid	No Bid	No Bid	
7. 54"	round each	No Bid	No Bid	No Bid	No Bid	
	arch each	No Bid	No Bid	No Bid	No Bid	
8. 60"	round each	No Bid	No Bid	No Bid	No Bid	
	arch each	No Bid	No Bid	No Bid	No Bid	

Group C2A - Culvert and Ram Neck Piping					
Contract Period 01-01-2023 through 12-31-2023					
Renewable Option 01-01-2024 through 12-31-2024					
	Design Precast	Southern Waterworks	G+O Supply Co.	Consolidated Supply	Ferguson Waterworks
	12/12/22 @ 9:28 am	12/12/22 @8:54 am	11/22/22 @ 9:24 am	12/12/22 @ 11:36 am	
	Chis A. Fore PO Box 2401 Gulfport, MS 39505 228-831-5833 rgregory@design[recast.com	Zack Guelker 429 Cole Road Hattiesburg, MS 39402 601-268-7463 zack@southernwaterworks.com	Ray Harmon 18188 Hwy 49 Saucier, MS 228-236-4093 rharm@gosupplyinc.com	Bill Turner 10250 Larkin Smith Gulfport, MS 228-396-8818 william.turner@cpsipe.com	Katje Toups 14231 Seaway Rd Unit B5 Gulfport, MS 39503 228-863-2757 katie.toups@ferguson.com

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL AWARDED BID FOR “TERM CONTRACT GROUP C2A – CULVERT AND RAM NECK PIPING, APPROVING AGREEMENT BETWEEN THE CITY OF GULFPORT AND SOUTHERN WATERWORKS SUPPLY, INC., AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to enter into a contract for the delivery of certain commodities (Group C2A – Culvert and Ram Neck Piping) for a stipulated price for a specified term; and

WHEREAS, pursuant to authority of this City Council, advertisements for bids were published and six (6) bids were received on the commodity noted above, with SOUTHERN WATERWORKS SUPPLY, INC., of Saucier, Mississippi, being the low or alternate low bidder for those items noted on the bid tabulation sheet under the SOUTHERN WATERWORKS SUPPLY, INC., name and shaded in gray, as referenced in the Memorandum of Jessica Versiga, Purchasing Agent, and tabulation sheet which is attached hereto as Exhibit “A”; and

WHEREAS, a proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, is attached hereto as Exhibit “B”.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, be and it is hereby approved in the form as attached hereto as Exhibit “B” and the Mayor is hereby authorized to execute the same on behalf of the City of Gulfport.

Section 3. That the Resolutions of January 3, 2023, concerning Group C2A – Culvert and Ram Neck Piping be and they are hereby rescinded.

Section 4. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and ready by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2023.

APPROVED:

MAYOR

**AGREEMENT BETWEEN THE CITY OF
GULFPORT AND COMMODITY (Group C2A – Culvert and Ram Neck Piping)
SUPPLIER ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2023, by and between the City of Gulfport, Mississippi (hereinafter called CITY) and SOUTHERN WATERWORKS SUPPLY, INC. (hereinafter called SUPPLIER).

CITY and SUPPLIER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article I. Commodities.

SUPPLIER shall provide all commodities, goods, and deliverables as specified or indicated in the Bid Proposal submitted by SUPPLIER to CITY at the price contained therein (for those items for which SUPPLIER was the lowest and best or alternate lowest and best bid as found on the bid tabulation sheet as approved by the CITY Council (i.e., for those items noted on the bid tabulation sheet under the SOUTHERN PIPE & SUPPLY COMPANY, INC. name and shaded in gray)). SUPPLIER assures that all such deliverables shall meet industry standards of quality and as further set forth herein. The CITY will issue and submit to SUPPLIER a job specific purchase order or other written documentation of order to provide certain and various of the commodities, goods, or deliverables found in the Bid Proposal. Each purchase order or similar document shall contain the specific item(s) and the number of each item needed. The CITY is not guaranteeing that any specific number of items will be purchased hereunder and is not guaranteeing that such items will not be purchased in another manner or from another source. It is further understood and acknowledged that the items ordered at the end of one (1) year may be significantly more or less than the total bid submitted. There is no minimum number or amount of commodities, goods, or deliverables required for any purchase or similar order set out hereunder.

Article II. Contract Times.

SUPPLIER must agree to commence delivery of items requested via purchase order or other written documentation of order within the time frames set out in the bid documents (i.e., bid specifications and bid proposal) (to the extent that a time frame is set out in the bid documents). Failure to make delivery within any required time frame will be justification by the CITY for termination of this Agreement.

This Contract will be effective for the period January 17, 2023 thru December 31, 2023 (“Contract Term”). It is agreed that there is one (1) optional period of one (1) year, such option period to commence upon expiration of the Contract Term (“Option Term”). Such Option Term shall be effective and exercised automatically unless, at least thirty (30) days before the end of the Contract Term, CITY or SUPPLIER notifies the other of an intent not to exercise this option and extend the Contract Term for this second one (1) year. All pricing shall remain as bid through the Option Term.

Article III. Contract Price.

CITY shall pay SUPPLIER for the delivery of items ordered under this contract in accord with the unit price set forth for each item in SUPPLIER’s Bid Proposal for which SUPPLIER was awarded this contract which is attached hereto as Exhibit “A” and incorporated herein.

Any request for price increase during the term of contract will be rejected. Should this rejection result in the cancellation of the contract, the SUPPLIER shall be removed from the qualified bidders list for

twenty-four (24) months. If adverse conditions exist industry wide, modifications to disqualifications may be made as circumstances warrant.

Article IV. Payment Procedures.

Payment of items delivered under any/all purchase orders issued hereunder shall be in accordance with the usual practices and ordinances of the CITY of Gulfport and the applicable statutes and regulations of the State of Mississippi.

Article V. Contract Documents.

The Contract Documents which comprise the entire agreement between CITY and SUPPLIER consist of this Agreement, Bid Specifications and the Bid Proposal submitted by SUPPLIER. There are no Contract Documents other than those listed or incorporation herein.

Article VI. Warranties.

SUPPLIER expressly warrants that all commodities, goods, and deliverables furnished or provided under this agreement will be new, will be free from defect in material and workmanship, and shall be free and clear of all liens, mortgages, security interests or other encumbrances. SUPPLIER further warrants that all such commodities, goods, and deliverables will conform to any specifications, drawings, statements or representations made to the CITY or otherwise appearing on the containers or labels or advertisements for such items and that any such commodities, goods, and deliverables will be adequately contained, packaged, marked and labeled. SUPPLIER also warrants that all commodities, goods, and deliverables furnished hereunder or in connection with this agreement will be merchantable and will be safe and appropriate for the purpose for which items of that kind are normally used. If SUPPLIER knows or has reason to know the particular purpose for which the CITY intends to use the commodities, goods, or deliverables, SUPPLIER warrants that such items will be fit for such particular purpose. SUPPLIER shall not limit or exclude any implied warranties and any attempt to do so shall render this agreement voidable at the option of the CITY. SUPPLIER agrees to promptly replace or correct defects of any commodities, goods, or deliverables not conforming to the foregoing warranties, without expense to the CITY, when notified of such nonconformity by the CITY for up to one year after acceptance of the same, provided the CITY elects to provide the SUPPLIER the opportunity to do so. If SUPPLIER fails to correct defects in or replace nonconforming commodities, goods, or deliverables, the CITY, after reasonable notice to SUPPLIER, may make such corrections or replace such goods and services and charge SUPPLIER for the cost incurred by the CITY in doing so. SUPPLIER recognizes that the CITY's requirements may require immediate repairs, re-working, or replacement of defective commodities, goods, or deliverables, without notice to the SUPPLIER. In such event, SUPPLIER shall reimburse the CITY for the costs, delays, or other damages which the CITY has incurred. In the event of a conflict with the length or duration of any warranties involving commodities, goods, or deliverables provided or sold to the CITY in connection with this agreement and any other warranties, whichever warranty is longer in duration or tenure shall prevail.

Article VI. Miscellaneous.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

CITY and SUPPLIER each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, representations, and obligations contained in the Contract Documents.

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and SUPPLIER, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SUPPLIER certifies that the SUPPLIER and its principals and agents are eligible to participate in this transaction, enter into this agreement, and perform in accordance herewith and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that SUPPLIER is in compliance with the State of Mississippi statutes and rules relating to procurement and that SUPPLIER is not listed on the federal government's terrorism watch list as described in any governing or existing federal law or Executive Order, including, but not limited to, Executive Order 13224.

Article VII. Hold Harmless.

SUPPLIER further agrees that it will, and hereby does, fully indemnify, defend and hold harmless the CITY of Gulfport from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused in any way by contractor and/or its partners, principals, agents, employees or subcontractors in the performance of the Contract Documents or any provisions set forth or incorporated therein and the breach of the Contract Documents or in any way arising therefrom or relating thereto. The CITY of Gulfport will notify the SUPPLIER in writing of any claim to be indemnified hereunder, of which CITY has knowledge, and SUPPLIER in turn will promptly notify CITY of any such claim. SUPPLIER shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.

IN WITNESS WHEREOF, CITY and SUPPLIER have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and to SUPPLIER.

This Agreement will be effective on January 17, 2023.

CITY:

SUPPLIER:

CITY OF GULFPORT, MISSISSIPPI

SOUTHERN WATERWORKS SUPPLY, INC.

BY: _____

BY: _____

ADDRESS:

ADDRESS:

P.O. Box 1780
Gulfport, MS 39502

DATE: _____

DATE: _____

GROUP C2A

CULVERT and RAM NECK PIPING

Honorable Mayor and City Council
City of Gulfport
P.O. Box 1780
Gulfport, MS 39502

Mayor and Council Members:

Pursuant to your advertisement, we do hereby submit this, our proposal for furnishing Culvert and Ram Neck Piping, in accordance with the specifications listed below, for a period of twelve (12) months reserving the right to request an extension of contract for a second term of twelve (12) months, which is as follows:

SPECIFICATIONS:

The materials and items listed must meet as a minimum the following specifications/guidelines:

- Must Meet Federal Spec. SS-S-00210, "Sealing Compound, Preformed Plastic For Pipe Joints, Type 1, Rope Form.
- Must Meet Test Method on Composition as Follows ASTM D4, AASHOT III, ASTM D6
- Must Meet Test Method on Property ASTM D71, ASTM D113, ASTM 36, ASTM D217

Section 1 - Ram Neck, Gasket Only

Cut Length	Unit Price
1. 1" X 2' 5"	\$ <u>no bid</u>
2. 1 1/2" X 3' 5"	\$ <u>no bid</u>
3. 1 3/4" X 3' 5"	\$ <u>no bid</u>

Section 2 - HDPE Pipe Water Tight (Bell End) Connection, Smooth Interior

Diameter	Price per Lineal Ft.
1. 15"	\$ <u>13.60</u>
2. 18"	\$ <u>18.04</u>
3. 24"	\$ <u>30.86</u>
4. 30"	\$ <u>43.30</u>
5. 36"	\$ <u>54.28</u>
6. 42"	\$ <u>69.92</u>
7. 48"	\$ <u>88.13</u>
8. 60"	\$ <u>151.76</u>

Section 3 – Nyloplast or Equal, PVC Drain Basins w/Lockable Cast Iron Grates

1. 15"	\$ <u>1196.74</u>
2. 18"	\$ <u>1404.35</u>
3. 24"	\$ <u>1760.87</u>
4. 30"	\$ <u>2835.87</u>

Section 4 - HDPE Pipe, Rigid, Perforated Sock Pipe, 20' Sections

Diameter	Price per Section
1. 4" Flexible	\$ <u>94.00</u> (100 ft. Roll)
2. 4" Rigid	\$ <u>42.80</u>
3. 6" Rigid	\$ <u>77.20</u>
4. 8" Rigid	\$ <u>146.00</u>
5. 10" Rigid	\$ <u>217.60</u>
6. 12" Rigid	\$ <u>209.60</u>
7. 15" Rigid	\$ <u>288.20</u>
8. 18" Rigid	\$ <u>385.40</u>
9. 24" Rigid	\$ <u>635.80</u>

Section 5 - HDPE Pipe, 20' Sections

Diameter	Price per Section
1. 15" Flared End	\$ <u>262.75</u>
2. 18" Flared End	\$ <u>352.96</u>
3. 24" Flared End	\$ <u>452.98</u>

Section 6 - HDPE Perforated Sock Pipe, Flexible – 100 ft. Roll:

1. 4" Perforated Under-Drain Sock Pipe	\$ <u>94.00</u> per 100 ft. Roll
2. 6" Perforated Under-Drain Sock Pipe	\$ <u>207.00</u> per 100 ft. Roll

Section 7 - Round Concrete Pipe, ASTM C-76, Class III, w/Rubber Gasket

Diameter	per Foot
1. 15"	\$ <u>no bid</u>
2. 18"	\$ <u>no bid</u>
3. 24"	\$ <u>no bid</u>
4. 30"	\$ <u>no bid</u>
5. 36"	\$ <u>no bid</u>
6. 42"	\$ <u>no bid</u>
7. 48"	\$ <u>no bid</u>
8. 54"	\$ <u>no bid</u>
9. 60"	\$ <u>no bid</u>

Section 8 - Concrete Arch, ASTM C-506, Class III, w/Preformed Mastic

Diameter	per Linear Foot	Diameter	Concrete Flared End Sections Round Each	Arch Each
1. 18 X 11	\$ <u>no bid</u>	2. 18"	\$ <u>no bid</u>	\$ <u>no bid</u>
2. 22 X 13	\$ <u>no bid</u>	3. 24"	\$ <u>no bid</u>	\$ <u>no bid</u>
3. 29 X 18	\$ <u>no bid</u>	4. 30"	\$ <u>no bid</u>	\$ <u>no bid</u>
4. 36 X 23	\$ <u>no bid</u>	5. 36"	\$ <u>no bid</u>	\$ <u>no bid</u>
5. 44 X 27	\$ <u>no bid</u>	6. 42"	\$ <u>no bid</u>	\$ <u>no bid</u>
6. 51 X 31	\$ <u>no bid</u>	7. 48"	\$ <u>no bid</u>	\$ <u>no bid</u>
7. 58 X 36	\$ <u>no bid</u>	8. 54"	\$ <u>no bid</u>	\$ <u>no bid</u>
8. 65 X 40	\$ <u>no bid</u>	9. 60"	\$ <u>no bid</u>	\$ <u>no bid</u>

Specifications for Sock Pipe:

1. ASTM, P405, Standard Specification for Corrugated Polyethylene Pipe and Fittings.
2. ASTM, F667, Standard Specification for Large Diameter Corrugated Polyethylene Pipe and Fittings.
3. AASHTO, M252, Standard Specification for Polyethylene Corrugated Drainage Pipe.
4. AASHTO, M294, Standard Specification for Corrugated Polyethylene Pipe, 12" To 36" Diameter.
5. Pipe Length to be 20' Standard.

Specifications for Polyethylene Culvert Pipe:

1. ASTM, P405, Standard Specification for Corrugated Polyethylene Pipe and Fittings.
2. ASTM, F667, Standard Specification for Large Diameter Corrugated Polyethylene Pipe and Fittings.
3. AASHTO, M252, Standard Specification for Polyethylene Corrugated Drainage Pipe
4. AASHTO, M294, Standard Specification for Corrugated Polyethylene Pipe, 12" To 36" Diameter Polyethylene Pipe, 12" To 36" Diameter.
5. Pipe Length to be 20' Standard
6. Joints Shall Be Bell And Spigot Type With Rubber Gasket. No Couplings Will Be Allowed.

Prices quoted shall be F.O.B. City of Gulfport, Department of Public Works.

VENDOR INFORMATION

Please provide the following information:

Company/Firm Name	Southern Waterworks Supply
Authorized Representative-(print)	Zack Guelker
Authorized Representative-(sign)	
Address	429 Cole Rd. Hattiesburg, MS 39402
Phone Number	601-268-7463
Facsimile Number	601-599-7463
Email	zack@southernwaterworks.com

We/I do hereby certify by my signature that our product(s) bid meets or exceeds your specifications. We agree that failure to meet the specifications shall be just cause for the City of Gulfport to remove our company from the bid list.

Your attention is called to the fact that the State of Mississippi has a reciprocal preference law in regards to resident contractors. The State's treatment of non-resident contractor's and the local preference percentage shall be applied in evaluating the bids. It is the responsibility of the vendor to submit a copy of their state's preference law with the bid. Failure to do so may be reason to reject the bid.

Notice to bidders:

All bids shall be submitted on this form and shall be submitted in sealed envelopes marked "**C2A, Culvert and Ram Neck Piping**", to be opened on **December 12, 2022 at 1:00 P.M.** Bids not submitted on this form may be disqualified.

Hold harmless: Contractor agrees that it will, and hereby does, indemnify, defend and hold harmless City of Gulfport from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused by contractor and/or its partners, principals, agents, employees or subcontractors in the performance of this contract. City of Gulfport will notify the contractor in writing of any claim to be indemnified hereunder, of which City has knowledge, and contractor in turn will promptly notify City of any such claim. Contractor shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.

Any request for price increase during the term of contract will be rejected. Should this rejection result in the cancellation of the contract, the vendor shall be removed from the qualified bidders list for twenty-four (24) month. If adverse conditions exist industry wide, modifications to disqualifications may be made as circumstances warrant.

The City reserves the right to request from the vendor an extension of this contract for a second term of twelve (12) months.

Address bid to:

Purchasing Department
City of Gulfport
1410 24th Avenue, Hardy Bldg.
Gulfport, MS 39501

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL AWARDED BID FOR “TERM CONTRACT GROUP C2A – CULVERT AND RAM NECK PIPING, APPROVING AGREEMENT BETWEEN THE CITY OF GULFPORT AND G&O SUPPLY COMPANY, INC., AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to enter into a contract for the delivery of certain commodities (Group C2A – Culvert and Ram Neck Piping) for a stipulated price for a specified term; and

WHEREAS, pursuant to authority of this City Council, advertisements for bids were published and six (6) bids were received on the commodity noted above, with G&O SUPPLY COMPANY, INC., of Saucier, Mississippi, being the low or alternate low bidder for those items noted on the bid tabulation sheet under the G&O SUPPLY COMPANY, INC., name and shaded in gray, as referenced in the Memorandum of Jessica Versiga, Purchasing Agent, and tabulation sheet which is attached hereto as Exhibit “A”; and

WHEREAS, a proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, is attached hereto as Exhibit “B”.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, be and it is hereby approved in the form as attached hereto as Exhibit “B” and the Mayor is hereby authorized to execute the same on behalf of the City of Gulfport.

Section 3. That the Resolutions of January 3, 2023, concerning Group C2A – Culvert and Ram Neck Piping be and they are hereby rescinded.

Section 4. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and ready by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2023.

APPROVED:

MAYOR

**AGREEMENT BETWEEN THE CITY OF
GULFPORT AND COMMODITY (Group C2A – Culvert and Ram Neck Piping)
SUPPLIER ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2023, by and between the City of Gulfport, Mississippi (hereinafter called CITY) and G&O SUPPLY COMPANY, INC. (hereinafter called SUPPLIER).

CITY and SUPPLIER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article I. Commodities.

SUPPLIER shall provide all commodities, goods, and deliverables as specified or indicated in the Bid Proposal submitted by SUPPLIER to CITY at the price contained therein (for those items for which SUPPLIER was the lowest and best bid as found on the bid tabulation sheet as approved by the CITY Council (i.e., for those items noted on the bid tabulation sheet under the SOUTHERN PIPE & SUPPLY COMPANY, INC. name and shaded in gray)). SUPPLIER assures that all such deliverables shall meet industry standards of quality and as further set forth herein. The CITY will issue and submit to SUPPLIER a job specific purchase order or other written documentation of order to provide certain and various of the commodities, goods, or deliverables found in the Bid Proposal. Each purchase order or similar document shall contain the specific item(s) and the number of each item needed. The CITY is not guaranteeing that any specific number of items will be purchased hereunder and is not guaranteeing that such items will not be purchased in another manner or from another source. It is further understood and acknowledged that the items ordered at the end of one (1) year may be significantly more or less than the total bid submitted. There is no minimum number or amount of commodities, goods, or deliverables required for any purchase or similar order set out hereunder.

Article II. Contract Times.

SUPPLIER must agree to commence delivery of items requested via purchase order or other written documentation of order within the time frames set out in the bid documents (i.e., bid specifications and bid proposal) (to the extent that a time frame is set out in the bid documents). Failure to make delivery within any required time frame will be justification by the CITY for termination of this Agreement.

This Contract will be effective for the period January 17, 2023 thru December 31, 2023 (“Contract Term”). It is agreed that there is one (1) optional period of one (1) year, such option period to commence upon expiration of the Contract Term (“Option Term”). Such Option Term shall be effective and exercised automatically unless, at least thirty (30) days before the end of the Contract Term, CITY or SUPPLIER notifies the other of an intent not to exercise this option and extend the Contract Term for this second one (1) year. All pricing shall remain as bid through the Option Term.

Article III. Contract Price.

CITY shall pay SUPPLIER for the delivery of items ordered under this contract in accord with the unit price set forth for each item in SUPPLIER’s Bid Proposal for which SUPPLIER was awarded this contract which is attached hereto as Exhibit “A” and incorporated herein.

Any request for price increase during the term of contract will be rejected. Should this rejection result in the cancellation of the contract, the SUPPLIER shall be removed from the qualified bidders list for

twenty-four (24) months. If adverse conditions exist industry wide, modifications to disqualifications may be made as circumstances warrant.

Article IV. Payment Procedures.

Payment of items delivered under any/all purchase orders issued hereunder shall be in accordance with the usual practices and ordinances of the CITY of Gulfport and the applicable statutes and regulations of the State of Mississippi.

Article V. Contract Documents.

The Contract Documents which comprise the entire agreement between CITY and SUPPLIER consist of this Agreement, Bid Specifications and the Bid Proposal submitted by SUPPLIER. There are no Contract Documents other than those listed or incorporation herein.

Article VI. Warranties.

SUPPLIER expressly warrants that all commodities, goods, and deliverables furnished or provided under this agreement will be new, will be free from defect in material and workmanship, and shall be free and clear of all liens, mortgages, security interests or other encumbrances. SUPPLIER further warrants that all such commodities, goods, and deliverables will conform to any specifications, drawings, statements or representations made to the CITY or otherwise appearing on the containers or labels or advertisements for such items and that any such commodities, goods, and deliverables will be adequately contained, packaged, marked and labeled. SUPPLIER also warrants that all commodities, goods, and deliverables furnished hereunder or in connection with this agreement will be merchantable and will be safe and appropriate for the purpose for which items of that kind are normally used. If SUPPLIER knows or has reason to know the particular purpose for which the CITY intends to use the commodities, goods, or deliverables, SUPPLIER warrants that such items will be fit for such particular purpose. SUPPLIER shall not limit or exclude any implied warranties and any attempt to do so shall render this agreement voidable at the option of the CITY. SUPPLIER agrees to promptly replace or correct defects of any commodities, goods, or deliverables not conforming to the foregoing warranties, without expense to the CITY, when notified of such nonconformity by the CITY for up to one year after acceptance of the same, provided the CITY elects to provide the SUPPLIER the opportunity to do so. If SUPPLIER fails to correct defects in or replace nonconforming commodities, goods, or deliverables, the CITY, after reasonable notice to SUPPLIER, may make such corrections or replace such goods and services and charge SUPPLIER for the cost incurred by the CITY in doing so. SUPPLIER recognizes that the CITY's requirements may require immediate repairs, re-working, or replacement of defective commodities, goods, or deliverables, without notice to the SUPPLIER. In such event, SUPPLIER shall reimburse the CITY for the costs, delays, or other damages which the CITY has incurred. In the event of a conflict with the length or duration of any warranties involving commodities, goods, or deliverables provided or sold to the CITY in connection with this agreement and any other warranties, whichever warranty is longer in duration or tenure shall prevail.

Article VI. Miscellaneous.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

CITY and SUPPLIER each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, representations, and obligations contained in the Contract Documents.

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and SUPPLIER, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SUPPLIER certifies that the SUPPLIER and its principals and agents are eligible to participate in this transaction, enter into this agreement, and perform in accordance herewith and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that SUPPLIER is in compliance with the State of Mississippi statutes and rules relating to procurement and that SUPPLIER is not listed on the federal government's terrorism watch list as described in any governing or existing federal law or Executive Order, including, but not limited to, Executive Order 13224.

Article VII. Hold Harmless.

SUPPLIER further agrees that it will, and hereby does, fully indemnify, defend and hold harmless the CITY of Gulfport from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused in any way by contractor and/or its partners, principals, agents, employees or subcontractors in the performance of the Contract Documents or any provisions set forth or incorporated therein and the breach of the Contract Documents or in any way arising therefrom or relating thereto. The CITY of Gulfport will notify the SUPPLIER in writing of any claim to be indemnified hereunder, of which CITY has knowledge, and SUPPLIER in turn will promptly notify CITY of any such claim. SUPPLIER shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.

IN WITNESS WHEREOF, CITY and SUPPLIER have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and to SUPPLIER.

This Agreement will be effective on January 17, 2023.

CITY:

SUPPLIER:

CITY OF GULFPORT, MISSISSIPPI

G&O SUPPLY COMPANY, INC.

BY: _____

BY: _____

ADDRESS:

ADDRESS:

P.O. Box 1780
Gulfport, MS 39502

DATE: _____

DATE: _____

G & O SUPPLY CO., INC.

1344 D.L. COLLUMS DRIVE

Tupelo, MS 38801

662-840-3003 * 888-267-0442 * FAX 662-840-0304

**1344 D.L. Collums Dr.
TUPELO, MS 388
662-840-3003**

**333 STONEWALL RD
BYHALIA, MS 38611
662-838-5122**

**2052 FOREST AVE.
JACKSON, MS 39206
601-366-7444**

**18188 HIGHWAY 49
SAUCIER, MS 39574
228-832-9655**

**102 AIR INDUSTRIAL PARK RD
GRENADA, MS 38901
662-840-3003**

December 12, 2022

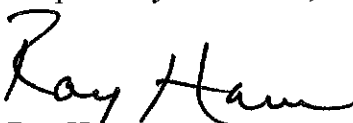
City of Gulfport:

G & O Supply Company, Inc. is an Authorized Distributor for ADS/Hancor HDPE Pipe and Fittings. We are a locally owned Mississippi Corporation based in Tupelo, Mississippi with 5 locations throughout the State in Jackson, Tupelo, Saucier, Byhalia, and Grenada.

G & O Supply has been providing drainage pipe to Mississippi Counties and Cities for over 50 years. We are committed to providing the best possible service at competitive prices to our customers. With a complete inventory of HDPE pipe and fittings in sizes of 4" to 60" at each location, we can provide a fast turn-around on all orders throughout our coverage area.

As Authorized Distributors of ADS/Hancor, G & O Supply Company would like to be your choice as the Servicing Distributor for your county. If selected we will provide prompt delivery on all standard orders with less than 24 hour service for emergency orders at bid prices submitted by ADS/Hancor for HDPE pipe and fittings. Additionally, if requested, we will offer professional guidance and Engineering services on special projects and new products.

Respectfully Submitted,


Ray Harmon
G & O Supply Co., Inc.

DISTRIBUTION LOCATIONS:

Byhalia, MS
Tupelo, MS
Jackson, MS
Saucier, MS
Grenada, MS

www.gosupplyinc.com

GROUP C2A

CULVERT and RAM NECK PIPING

Honorable Mayor and City Council
City of Gulfport
P.O. Box 1780
Gulfport, MS 39502

Mayor and Council Members:

Pursuant to your advertisement, we do hereby submit this, our proposal for furnishing Culvert and Ram Neck Piping, in accordance with the specifications listed below, for a period of twelve (12) months reserving the right to request an extension of contract for a second term of twelve (12) months, which is as follows:

SPECIFICATIONS:

The materials and items listed must meet as a minimum the following specifications/guidelines:

- Must Meet Federal Spec. SS-S-00210, "Sealing Compound, Preformed Plastic For Pipe Joints, Type 1, Rope Form.
- Must Meet Test Method on Composition as Follows ASTM D4, AASHOT III, ASTM D6
- Must Meet Test Method on Property ASTM D71, ASTM D113, ASTM 36, ASTM D217

Section I – Ram Neck, Gasket Only

Cut Length	Unit Price
1. 1" X 2' 5"	\$ <u>N/A</u>
2. 1 1/2" X 3' 5"	\$ <u>N/A</u>
3. 1 3/4" X 3' 5"	\$ <u>N/A</u>

Section II - HDPE Pipe Water Tight (Bell End) Connection, Smooth Interior

Diameter	Price per Lineal Ft.
1. 15"	\$ <u>13.90</u>
2. 18"	\$ <u>18.44</u>
3. 24"	\$ <u>31.55</u>
4. 30"	\$ <u>44.27</u>
5. 36"	\$ <u>55.49</u>
6. 42"	\$ <u>71.48</u>
7. 48"	\$ <u>90.09</u>
8. 60"	\$ <u>155.14</u>



Section 3 – Nyloplast or Equal, PVC Drain Basins w/Lockable Cast Iron Grates

1. 15"	\$ <u>1223.37</u>
2. 18"	\$ <u>1435.59</u>
3. 24"	\$ <u>1800.05</u>
4. 30"	\$ <u>2898.97</u>

Section 4 - HDPE Pipe, Rigid, Perforated Sock Pipe, 20' Sections

Diameter	Price per Section
1. 4" Flexible	\$ <u>.964</u> (100 ft. Roll)
2. 4" Rigid	\$ <u>2.19</u>
3. 6" Rigid	\$ <u>3.94</u>
4. 8" Rigid	\$ <u>7.47</u>
5. 10" Rigid	\$ <u>11.12</u>
6. 12" Rigid	\$ <u>10.71</u>
7. 15" Rigid	\$ <u>14.73</u>
8. 18" Rigid	\$ <u>19.70</u>
9. 24" Rigid	\$ <u>32.50</u>

Section 5 - HDPE Pipe, 20' Sections

Diameter	Price per Section
1. 15" Flared End	\$ <u>262.25</u>
2. 18" Flared End	\$ <u>352.96</u>
3. 24" Flared End	\$ <u>452.98</u>

Section 6 - HDPE Perforated Sock Pipe, Flexible – 100 ft. Roll:

1.	4" Perforated Under-Drain Sock Pipe	\$ <u>.96</u> per 100 ft. Roll
2.	6" Perforated Under-Drain Sock Pipe	\$ <u>2.11</u> per 100 ft. Roll



Section 7 - Round Concrete Pipe, ASTM C-76, Class III, w/Rubber Gasket

Diameter	per Foot
1. 15"	\$ _____
2. 18"	\$ _____
3. 24"	\$ _____
4. 30"	\$ _____
5. 36"	\$ _____
6. 42"	\$ _____
7. 48"	\$ _____
8. 54"	\$ _____
9. 60"	\$ _____

N/A

Section 8 - Concrete Arch, ASTM C-506, Class III, w/Preformed Mastic

Diameter	per Linear Foot	Diameter	Concrete Flared End Sections Round Each	Arch Each
1. 18 X 11	\$ _____	2. 18"	\$ _____	\$ _____
2. 22 X 13	\$ _____	3. 24"	\$ _____	\$ _____
3. 29 X 18	\$ _____	4. 30"	\$ _____	\$ _____
4. 36 X 23	\$ _____	5. 36"	\$ _____	\$ _____
5. 44 X 27	\$ _____	6. 42"	\$ _____	\$ _____
6. 51 X 31	\$ _____	7. 48"	\$ _____	\$ _____
7. 58 X 36	\$ _____	8. 54"	\$ _____	\$ _____
8. 65 X 40	\$ _____	9. 60"	\$ _____	\$ _____

N/A



Specifications for Sock Pipe:

1. ASTMA, P405, Standard Specification for Corrugated Polyethylene Pipe and Fittings.
2. ASTM, F667, Standard Specification for Large Diameter Corrugated Polyethylene Pipe and Fittings.
3. AASHTO, M252, Standard Specification for Polyethylene Corrugated Drainage Pipe.
4. AASHTO, M294, Standard Specification for Corrugated Polyethylene Pipe, 12" To 36" Diameter.
5. Pipe Length to be 20' Standard.

Specifications for Polyethylene Culvert Pipe:

1. ASTM, P405, Standard Specification for Corrugated Polyethylene Pipe and Fittings.
2. ASTM, F667, Standard Specification for Large Diameter Corrugated Polyethylene Pipe and Fittings.
3. AASHTO, M252, Standard Specification for Polyethylene Corrugated Drainage Pipe
4. AASHTO, M294, Standard Specification for Corrugated Polyethylene Pipe, 12" To 36" Diameter Polyethylene Pipe, 12" To 36" Diameter.
5. Pipe Length to be 20' Standard
6. Joints Shall Be Bell And Spigot Type With Rubber Gasket. No Couplings Will Be Allowed.

Prices quoted shall be F.O.B. City of Gulfport, Department of Public Works.

VENDOR INFORMATION

Please provide the following information:

Company/Firm Name	G + O Supply Co., Inc.
Authorized Representative-(print)	RAY HARMON
Authorized Representative -(sign)	Ray Harmon
Address	18188 HWY 49 SAUCIER, MS
Phone Number	228-236-4093
Facsimile Number	228-832-9677
Email	RHARMON@GOSUPPLYINC.COM

We/I do hereby certify by my signature that our product(s) bid meets or exceeds your specifications. We agree that failure to meet the specifications shall be just cause for the City of Gulfport to remove our company from the bid list.

Your attention is called to the fact that the State of Mississippi has a reciprocal preference law in regards to resident contractors. The State's treatment of non-resident contractor's and the local preference percentage shall be applied in evaluating the bids. It is the responsibility of the vendor to submit a copy of their state's preference law with the bid. Failure to do so may be reason to reject the bid.

Notice to bidders:

All bids shall be submitted on this form and shall be submitted in sealed envelopes marked **"C2A, Culvert and Ram Neck Piping"**, to be opened on **December 12, 2022 at 1:00 P.M.** Bids not submitted on this form may be disqualified.

Hold harmless: Contractor agrees that it will, and hereby does, indemnify, defend and hold harmless City of Gulfport from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused by contractor and/or its partners, principals, agents, employees or subcontractors in the performance of this contract. City of Gulfport will notify the contractor in writing of any claim to be indemnified hereunder, of which City has knowledge, and contractor in turn will promptly notify City of any such claim. Contractor shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.

Any request for price increase during the term of contract will be rejected. Should this rejection result in the cancellation of the contract, the vendor shall be removed from the qualified bidders list for twenty-four (24) month. If adverse conditions exist industry wide, modifications to disqualifications may be made as circumstances warrant.

The City reserves the right to request from the vendor an extension of this contract for a second term of twelve (12) months.

Address bid to:

Purchasing Department
City of Gulfport
1410 24th Avenue, Hardy Bldg.
Gulfport, MS 39501



There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL AWARDED BID FOR “TERM CONTRACT GROUP C2A – CULVERT AND RAM NECK PIPING, APPROVING AGREEMENT BETWEEN THE CITY OF GULFPORT AND DESIGN PRECAST & PIPE, INC., AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to enter into a contract for the delivery of certain commodities (Group C2A – Culvert and Ram Neck Piping) for a stipulated price for a specified term; and

WHEREAS, pursuant to authority of this City Council, advertisements for bids were published and six (6) bids were received on the commodity noted above, with DESIGN PRECAST & PIPE, INC. of Gulfport, Mississippi, being the low or alternate low bidder for those items noted on the bid tabulation sheet under the DESIGN PRECAST & PIPE, INC., name and shaded in gray, as referenced in the Memorandum of Jessica Versiga, Purchasing Agent, and tabulation sheet which is attached hereto as Exhibit “A”; and

WHEREAS, a proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, is attached hereto as Exhibit “B”.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, be and it is hereby approved in the form as attached hereto as Exhibit “B” and the Mayor is hereby authorized to execute the same on behalf of the City of Gulfport.

Section 3. That the Resolutions of January 3, 2023, concerning Group C2A – Culvert and Ram Neck Piping be and they are hereby rescinded.

Section 4. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and ready by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2023.

APPROVED:

MAYOR

**or AGREEMENT BETWEEN THE CITY OF
GULFPORT AND COMMODITY (Group C2A – Culvert and Ram Neck Piping)
SUPPLIER ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2023, by and between the City of Gulfport, Mississippi (hereinafter called CITY) and DESIGN PRECAST & PIPE, INC. (hereinafter called SUPPLIER).

CITY and SUPPLIER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article I. Commodities.

SUPPLIER shall provide all commodities, goods, and deliverables as specified or indicated in the Bid Proposal submitted by SUPPLIER to CITY at the price contained therein (for those items for which SUPPLIER was the lowest and best or alternate lowest and best bid as found on the bid tabulation sheet as approved by the CITY Council (i.e., for those items noted on the bid tabulation sheet under the SOUTHERN PIPE & SUPPLY COMPANY, INC., name and shaded in gray)). SUPPLIER assures that all such deliverables shall meet industry standards of quality and as further set forth herein. The CITY will issue and submit to SUPPLIER a job specific purchase order or other written documentation of order to provide certain and various of the commodities, goods, or deliverables found in the Bid Proposal. Each purchase order or similar document shall contain the specific item(s) and the number of each item needed. The CITY is not guaranteeing that any specific number of items will be purchased hereunder and is not guaranteeing that such items will not be purchased in another manner or from another source. It is further understood and acknowledged that the items ordered at the end of one (1) year may be significantly more or less than the total bid submitted. There is no minimum number or amount of commodities, goods, or deliverables required for any purchase or similar order set out hereunder.

Article II. Contract Times.

SUPPLIER must agree to commence delivery of items requested via purchase order or other written documentation of order within the time frames set out in the bid documents (i.e., bid specifications and bid proposal) (to the extent that a time frame is set out in the bid documents). Failure to make delivery within any required time frame will be justification by the CITY for termination of this Agreement.

This Contract will be effective for the period January 17, 2023 thru December 31, 2023 (“Contract Term”). It is agreed that there is one (1) optional period of one (1) year, such option period to commence upon expiration of the Contract Term (“Option Term”). Such Option Term shall be effective and exercised automatically unless, at least thirty (30) days before the end of the Contract Term, CITY or SUPPLIER notifies the other of an intent not to exercise this option and extend the Contract Term for this second one (1) year. All pricing shall remain as bid through the Option Term.

Article III. Contract Price.

CITY shall pay SUPPLIER for the delivery of items ordered under this contract in accord with the unit price set forth for each item in SUPPLIER’s Bid Proposal for which SUPPLIER was awarded this contract which is attached hereto as Exhibit “A” and incorporated herein.

Any request for price increase during the term of contract will be rejected. Should this rejection result in the cancellation of the contract, the SUPPLIER shall be removed from the qualified bidders list for

twenty-four (24) months. If adverse conditions exist industry wide, modifications to disqualifications may be made as circumstances warrant.

Article IV. Payment Procedures.

Payment of items delivered under any/all purchase orders issued hereunder shall be in accordance with the usual practices and ordinances of the CITY of Gulfport and the applicable statutes and regulations of the State of Mississippi.

Article V. Contract Documents.

The Contract Documents which comprise the entire agreement between CITY and SUPPLIER consist of this Agreement, Bid Specifications and the Bid Proposal submitted by SUPPLIER. There are no Contract Documents other than those listed or incorporation herein.

Article VI. Warranties.

SUPPLIER expressly warrants that all commodities, goods, and deliverables furnished or provided under this agreement will be new, will be free from defect in material and workmanship, and shall be free and clear of all liens, mortgages, security interests or other encumbrances. SUPPLIER further warrants that all such commodities, goods, and deliverables will conform to any specifications, drawings, statements or representations made to the CITY or otherwise appearing on the containers or labels or advertisements for such items and that any such commodities, goods, and deliverables will be adequately contained, packaged, marked and labeled. SUPPLIER also warrants that all commodities, goods, and deliverables furnished hereunder or in connection with this agreement will be merchantable and will be safe and appropriate for the purpose for which items of that kind are normally used. If SUPPLIER knows or has reason to know the particular purpose for which the CITY intends to use the commodities, goods, or deliverables, SUPPLIER warrants that such items will be fit for such particular purpose. SUPPLIER shall not limit or exclude any implied warranties and any attempt to do so shall render this agreement voidable at the option of the CITY. SUPPLIER agrees to promptly replace or correct defects of any commodities, goods, or deliverables not conforming to the foregoing warranties, without expense to the CITY, when notified of such nonconformity by the CITY for up to one year after acceptance of the same, provided the CITY elects to provide the SUPPLIER the opportunity to do so. If SUPPLIER fails to correct defects in or replace nonconforming commodities, goods, or deliverables, the CITY, after reasonable notice to SUPPLIER, may make such corrections or replace such goods and services and charge SUPPLIER for the cost incurred by the CITY in doing so. SUPPLIER recognizes that the CITY's requirements may require immediate repairs, re-working, or replacement of defective commodities, goods, or deliverables, without notice to the SUPPLIER. In such event, SUPPLIER shall reimburse the CITY for the costs, delays, or other damages which the CITY has incurred. In the event of a conflict with the length or duration of any warranties involving commodities, goods, or deliverables provided or sold to the CITY in connection with this agreement and any other warranties, whichever warranty is longer in duration or tenure shall prevail.

Article VI. Miscellaneous.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

CITY and SUPPLIER each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, representations, and obligations contained in the Contract Documents.

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and SUPPLIER, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SUPPLIER certifies that the SUPPLIER and its principals and agents are eligible to participate in this transaction, enter into this agreement, and perform in accordance herewith and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that SUPPLIER is in compliance with the State of Mississippi statutes and rules relating to procurement and that SUPPLIER is not listed on the federal government's terrorism watch list as described in any governing or existing federal law or Executive Order, including, but not limited to, Executive Order 13224.

Article VII. Hold Harmless.

SUPPLIER further agrees that it will, and hereby does, fully indemnify, defend and hold harmless the CITY of Gulfport from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused in any way by contractor and/or its partners, principals, agents, employees or subcontractors in the performance of the Contract Documents or any provisions set forth or incorporated therein and the breach of the Contract Documents or in any way arising therefrom or relating thereto. The CITY of Gulfport will notify the SUPPLIER in writing of any claim to be indemnified hereunder, of which CITY has knowledge, and SUPPLIER in turn will promptly notify CITY of any such claim. SUPPLIER shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.

IN WITNESS WHEREOF, CITY and SUPPLIER have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and to SUPPLIER.

This Agreement will be effective on January 17, 2023.

CITY:

SUPPLIER:

CITY OF GULFPORT, MISSISSIPPI

DESIGN PRECAST & PIPE, INC.

BY: _____

BY: _____

ADDRESS:

ADDRESS:

P.O. Box 1780
Gulfport, MS 39502

DATE: _____

DATE: _____

GROUP C2A

CULVERT and RAM NECK PIPING

Honorable Mayor and City Council
City of Gulfport
P.O. Box 1780
Gulfport, MS 39502

Mayor and Council Members:

Pursuant to your advertisement, we do hereby submit this, our proposal for furnishing Culvert and Ram Neck Piping, in accordance with the specifications listed below, for a period of twelve (12) months reserving the right to request an extension of contract for a second term of twelve (12) months, which is as follows:

SPECIFICATIONS:

The materials and items listed must meet as a minimum the following specifications/guidelines:

- Must Meet Federal Spec. SS-S-00210, "Sealing Compound, Preformed Plastic For Pipe Joints, Type 1, Rope Form.
- Must Meet Test Method on Composition as Follows ASTM D4, AASHOT III, ASTM D6
- Must Meet Test Method on Property ASTM D71, ASTM D113, ASTM 36, ASTM D217

Section 1 – Ram Neck, Gasket Only

Cut Length	Unit Price
1. 1" X 2' 5"	\$ <u>NO-BID</u>
2. 1 1/2" X 3' 5"	\$ <u>NO-BID</u>
3. 1 3/4" X 3' 5"	\$ <u>NO-BID</u>

Section 2 - HDPE Pipe Water Tight (Bell End) Connection, Smooth Interior

Diameter	Price per Lineal Ft.
1. 15"	\$ <u>no bid</u>
2. 18"	\$ <u>no bid</u>
3. 24"	\$ <u>no bid</u>
4. 30"	\$ <u>no bid</u>
5. 36"	\$ <u>no bid</u>
6. 42"	\$ <u>no bid</u>
7. 48"	\$ <u>no bid</u>
8. 60"	\$ <u>no bid</u>

Section 3 – Nyloplast or Equal, PVC Drain Basins w/Lockable Cast Iron Grates

- | | |
|--------|------------------|
| 1. 15" | \$ <u>no bid</u> |
| 2. 18" | \$ <u>no bid</u> |
| 3. 24" | \$ <u>no bid</u> |
| 4. 30" | \$ <u>no bid</u> |

Section 4 - HDPE Pipe, Rigid, Perforated Sock Pipe, 20' Sections

- | Diameter | Price per Section |
|----------------|---------------------------------|
| 1. 4" Flexible | \$ <u>no bid</u> (100 ft. Roll) |
| 2. 4" Rigid | \$ <u>no bid</u> |
| 3. 6" Rigid | \$ <u>no bid</u> |
| 4. 8" Rigid | \$ <u>no bid</u> |
| 5. 10" Rigid | \$ <u>no bid</u> |
| 6. 12" Rigid | \$ <u>no bid</u> |
| 7. 15" Rigid | \$ <u>no bid</u> |
| 8. 18" Rigid | \$ <u>no bid</u> |
| 9. 24" Rigid | \$ <u>no bid</u> |

Section 5 - HDPE Pipe, 20' Sections

- | Diameter | Price per Section |
|-------------------|-------------------|
| 1. 15" Flared End | \$ <u>no bid</u> |
| 2. 18" Flared End | \$ <u>no bid</u> |
| 3. 24" Flared End | \$ <u>no bid</u> |

Section 6 - HDPE Perforated Sock Pipe, Flexible – 100 ft. Roll:

- | | |
|--|-----------------------------------|
| 1. 4" Perforated Under-Drain Sock Pipe | \$ <u>no bid</u> per 100 ft. Roll |
| 2. 6" Perforated Under-Drain Sock Pipe | \$ <u>no bid</u> per 100 ft. Roll |

Section 7 - Round Concrete Pipe, ASTM C-76, Class III, w/Rubber Gasket

Diameter	per Foot
1. 15"	\$ <u>22.40</u>
2. 18"	\$ <u>30.72</u>
3. 24"	\$ <u>47.04</u>
4. 30"	\$ <u>67.84</u>
5. 36"	\$ <u>88.00</u>
6. 42"	\$ <u>109.76</u>
7. 48"	\$ <u>138.88</u>
8. 54"	\$ <u>170.88</u>
9. 60"	\$ <u>207.36</u>

Section 8 - Concrete Arch, ASTM C-506, Class III, w/Preformed Mastic

Diameter	per Linear Foot	Diameter	Concrete Flared End Sections Round Each	Arch Each
1. 18 X 11	\$ <u>32.90</u>	2. 18"	\$ <u>675.00</u>	\$ <u>no bid</u>
2. 22 X 13	\$ <u>40.95</u>	3. 24"	\$ <u>975.00</u>	\$ <u>1,025.00</u>
3. 29 X 18	\$ <u>57.05</u>	4. 30"	\$ <u>1,350.00</u>	\$ <u>1,400.00</u>
4. 36 X 23	\$ <u>68.60</u>	5. 36"	\$ <u>1,875.00</u>	\$ <u>1,925.00</u>
5. 44 X 27	\$ <u>94.15</u>	6. 42"	\$ <u>no bid</u>	\$ <u>2,390.00</u>
6. 51 X 31	\$ <u>121.80</u>	7. 48"	\$ <u>2,850.00</u>	\$ <u>2,900.00</u>
7. 58 X 36	\$ <u>155.05</u>	8. 54"	\$ <u>no bid</u>	\$ <u>no bid</u>
8. 65 X 40	\$ <u>189.00</u>	9. 60"	\$ <u>no bid</u>	\$ <u>no bid</u>

Specifications for Sock Pipe:

1. ASTMA, P405, Standard Specification for Corrugated Polyethylene Pipe and Fittings.
2. ASTM, F667, Standard Specification for Large Diameter Corrugated Polyethylene Pipe and Fittings.
3. AASHTO, M252, Standard Specification for Polyethylene Corrugated Drainage Pipe.
4. AASHTO, M294, Standard Specification for Corrugated Polyethylene Pipe, 12" To 36" Diameter.
5. Pipe Length to be 20' Standard.

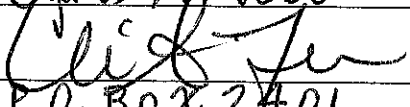
Specifications for Polyethylene Culvert Pipe:

1. ASTM, P405, Standard Specification for Corrugated Polyethylene Pipe and Fittings.
2. ASTM, F667, Standard Specification for Large Diameter Corrugated Polyethylene Pipe and Fittings.
3. AASHTO, M252, Standard Specification for Polyethylene Corrugated Drainage Pipe
4. AASHTO, M294, Standard Specification for Corrugated Polyethylene Pipe, 12" To 36" Diameter Polyethylene Pipe, 12" To 36" Diameter.
5. Pipe Length to be 20' Standard
6. Joints Shall Be Bell And Spigot Type With Rubber Gasket. No Couplings Will Be Allowed.

Prices quoted shall be F.O.B. City of Gulfport, Department of Public Works.

VENDOR INFORMATION

Please provide the following information:

Company/Firm Name	Design Precast & Pipe
Authorized Representative-(print)	Charles A. Fozz
Authorized Representative -(sign)	
Address	P.O. Box 2401 Gulfport, MS 39505
Phone Number	228-831-5833
Facsimile Number	228-831-2791
Email	rgregory@designprecast.com

We/I do hereby certify by my signature that our product(s) bid meets or exceeds your specifications. We agree that failure to meet the specifications shall be just cause for the City of Gulfport to remove our company from the bid list.

Your attention is called to the fact that the State of Mississippi has a reciprocal preference law in regards to resident contractors. The State's treatment of non-resident contractor's and the local preference percentage shall be applied in evaluating the bids. It is the responsibility of the vendor to submit a copy of their state's preference law with the bid. Failure to do so may be reason to reject the bid.

Notice to bidders:

All bids shall be submitted on this form and shall be submitted in sealed envelopes marked **"C2A, Culvert and Ram Neck Piping"**, to be opened on **December 12, 2022 at 1:00 P.M.** Bids not submitted on this form may be disqualified.

Hold harmless: Contractor agrees that it will, and hereby does, indemnify, defend and hold harmless City of Gulfport from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused by contractor and/or its partners, principals, agents, employees or subcontractors in the performance of this contract. City of Gulfport will notify the contractor in writing of any claim to be indemnified hereunder, of which City has knowledge, and contractor in turn will promptly notify City of any such claim. Contractor shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.

Any request for price increase during the term of contract will be rejected. Should this rejection result in the cancellation of the contract, the vendor shall be removed from the qualified bidders list for twenty-four (24) month. If adverse conditions exist industry wide, modifications to disqualifications may be made as circumstances warrant.

The City reserves the right to request from the vendor an extension of this contract for a second term of twelve (12) months.

Address bid to:

Purchasing Department
City of Gulfport
1410 24th Avenue, Hardy Bldg.
Gulfport, MS 39501

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL AWARDING BID FOR TERM CONTRACT GROUP C2A – CULVERT AND RAM NECK PIPING, APPROVING AGREEMENT BETWEEN THE CITY OF GULFPORT AND CONSOLIDATED PIPE & SUPPLY COMPANY AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY

WHEREAS, the City of Gulfport desires to enter into a contract for the delivery of certain commodities (Group C2A – Culvert and Ram Neck Piping) for a stipulated price for a specified term; and

WHEREAS, pursuant to authority of this City Council, advertisements for bids were published and six (6) bids were received on the commodity noted above, with CONSOLIDATED PIPE & SUPPLY COMPANY of Gulfport, Mississippi, being the low or alternate low bidder for those items noted on the bid tabulation sheet under the COBURN SUPPLY, INC., name and shaded in gray, as referenced in the Memorandum of Jessica Versiga, Purchasing Agent, and tabulation sheet which is attached hereto as Exhibit “A”; and

WHEREAS, a proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, is attached hereto as Exhibit “B”.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, be and it is hereby approved in the form as attached hereto as Exhibit “B” and the Mayor is hereby authorized to execute the same on behalf of the City of Gulfport.

Section 3. That the Resolutions of January 3, 2023, concerning Group C2A – Culvert and Ram Neck Piping be and they are hereby rescinded.

Section 4. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and ready by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2023.

APPROVED:

MAYOR

**or AGREEMENT BETWEEN THE CITY OF
GULFPORT AND COMMODITY (Group C2A – Culvert and Ram Neck Piping)
SUPPLIER ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2023, by and between the City of Gulfport, Mississippi (hereinafter called CITY) and CONSOLIDATED PIPE & SUPPLY COMPANY (hereinafter called SUPPLIER).

CITY and SUPPLIER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article I. Commodities.

SUPPLIER shall provide all commodities, goods, and deliverables as specified or indicated in the Bid Proposal submitted by SUPPLIER to CITY at the price contained therein (for those items for which SUPPLIER was the lowest and best or alternate lowest and best bid as found on the bid tabulation sheet as approved by the CITY Council (i.e., for those items noted on the bid tabulation sheet under the SOUTHERN PIPE & SUPPLY COMPANY, INC., name and shaded in gray)). SUPPLIER assures that all such deliverables shall meet industry standards of quality and as further set forth herein. The CITY will issue and submit to SUPPLIER a job specific purchase order or other written documentation of order to provide certain and various of the commodities, goods, or deliverables found in the Bid Proposal. Each purchase order or similar document shall contain the specific item(s) and the number of each item needed. The CITY is not guaranteeing that any specific number of items will be purchased hereunder and is not guaranteeing that such items will not be purchased in another manner or from another source. It is further understood and acknowledged that the items ordered at the end of one (1) year may be significantly more or less than the total bid submitted. There is no minimum number or amount of commodities, goods, or deliverables required for any purchase or similar order set out hereunder.

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Payment of items delivered under any/all purchase orders issued hereunder shall be in accordance with the usual practices and ordinances of the CITY of Gulfport and the applicable statutes and regulations of the State of Mississippi.

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The Contract Documents which comprise the entire agreement between CITY and SUPPLIER consist of this Agreement, Bid Specifications and the Bid Proposal submitted by SUPPLIER. There are no Contract Documents other than those listed or incorporation herein.

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Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and SUPPLIER, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SUPPLIER certifies that the SUPPLIER and its principals and agents are eligible to participate in this transaction, enter into this agreement, and perform in accordance herewith and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that SUPPLIER is in compliance with the State of Mississippi statutes and rules relating to procurement and that SUPPLIER is not listed on the federal government's terrorism watch list as described in any governing or existing federal law or Executive Order, including, but not limited to, Executive Order 13224.

Article VII. Hold Harmless.

SUPPLIER further agrees that it will, and hereby does, fully indemnify, defend and hold harmless the CITY of Gulfport from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused in any way by contractor and/or its partners, principals, agents, employees or subcontractors in the performance of the Contract Documents or any provisions set forth or incorporated therein and the breach of the Contract Documents or in any way arising therefrom or relating thereto. The CITY of Gulfport will notify the SUPPLIER in writing of any claim to be indemnified hereunder, of which CITY has knowledge, and SUPPLIER in turn will promptly notify CITY of any such claim. SUPPLIER shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.

IN WITNESS WHEREOF, CITY and SUPPLIER have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and to SUPPLIER.

This Agreement will be effective on January 17, 2023.

CITY:

SUPPLIER:

CITY OF GULFPORT, MISSISSIPPI

CONSOLIDATED PIPE & SUPPLY
COMPANY

BY: _____

BY: _____

ADDRESS:

ADDRESS:

P.O. Box 1780
Gulfport, MS 39502

DATE: _____

DATE: _____

GROUP C2A

CULVERT and RAM NECK PIPING

Honorable Mayor and City Council
City of Gulfport
P.O. Box 1780
Gulfport, MS 39502

Mayor and Council Members:

Pursuant to your advertisement, we do hereby submit this, our proposal for furnishing Culvert and Ram Neck Piping, in accordance with the specifications listed below, for a period of twelve (12) months reserving the right to request an extension of contract for a second term of twelve (12) months, which is as follows:

SPECIFICATIONS:

The materials and items listed must meet as a minimum the following specifications/guidelines:

- Must Meet Federal Spec. SS-S-00210, "Sealing Compound, Preformed Plastic For Pipe Joints, Type 1, Rope Form.
- Must Meet Test Method on Composition as Follows ASTM D4, AASHOT III, ASTM D6
- Must Meet Test Method on Property ASTM D71, ASTM D113, ASTM 36, ASTM D217

Section 1 – Ram Neck, Gasket Only

Cut Length	Unit Price
1. 1" X 2' 5"	\$ <u>No Bid</u>
2. 1 1/2" X 3' 5"	\$ <u>/</u>
3. 1 3/4" X 3' 5"	\$ <u>/</u>

Section 2 - HDPE Pipe Water Tight (Bell End) Connection, Smooth Interior

Diameter	Price per Lineal Ft.
1. 15"	\$ <u>13.90</u>
2. 18"	\$ <u>18.44</u>
3. 24"	\$ <u>31.55</u>
4. 30"	\$ <u>44.27</u>
5. 36"	\$ <u>55.49</u>
6. 42"	\$ <u>71.48</u>
7. 48"	\$ <u>90.09</u>
8. 60"	\$ <u>155.14</u>

Section 3 – Nyloplast or Equal, PVC Drain Basins w/Lockable Cast Iron Grates

1. 15"	\$ <u>1223.37</u>
2. 18"	\$ <u>1435.59</u>
3. 24"	\$ <u>1800.05</u>
4. 30"	\$ <u>2898.97</u>

Section 4 - HDPE Pipe, Rigid, Perforated Sock Pipe, 20' Sections ^{Per}

Diameter	Price per Section	
1. 4" Flexible	\$ <u>80.00</u> ^{96.00} (100 ft. Roll)	<u>80' .96'</u>
2. 4" Rigid	\$ <u>43.80</u>	<u>2.19'</u>
3. 6" Rigid	\$ <u>78.80</u>	<u>3.94'</u>
4. 8" Rigid	\$ <u>149.40</u>	<u>7.47'</u>
5. 10" Rigid	\$ <u>222.40</u>	<u>11.12'</u>
6. 12" Rigid	\$ <u>214.20</u>	<u>10.71'</u>
7. 15" Rigid	\$ <u>294.60</u>	<u>14.73'</u>
8. 18" Rigid	\$ <u>394.00</u>	<u>19.70'</u>
9. 24" Rigid	\$ <u>650.00</u>	<u>32.50'</u>

Section 5 - HDPE Pipe, 20' Sections

Diameter	Price per Section
1. 15" Flared End	\$ <u>262.75</u>
2. 18" Flared End	\$ <u>352.96</u>
3. 24" Flared End	\$ <u>452.98</u>

Section 6 - HDPE Perforated Sock Pipe, Flexible – 100 ft. Roll:

1. 4" Perforated Under-Drain Sock Pipe	\$ <u>211.00</u> ^{96.00} per 100 ft. Roll <u>2.11'</u>
2. 6" Perforated Under-Drain Sock Pipe	\$ <u>211.00</u> per 100 ft. Roll <u>2.11'</u>

Section 7 - Round Concrete Pipe, ASTM C-76, Class III, w/Rubber Gasket

Diameter	per Foot
1. 15"	\$ <u>No Bid</u>
2. 18"	\$ _____
3. 24"	\$ _____
4. 30"	\$ _____
5. 36"	\$ _____
6. 42"	\$ _____
7. 48"	\$ _____
8. 54"	\$ _____
9. 60"	\$ _____

Section 8 - Concrete Arch, ASTM C-506, Class III, w/Preformed Mastic

Diameter	per Linear Foot	Diameter	Concrete Flared End Sections Round Each	Arch Each
1. 18 X 11	\$ <u>No Bid</u>	2. 18"	\$ <u>No Bid</u>	\$ <u>No Bid</u>
2. 22 X 13	\$ _____	3. 24"	\$ _____	\$ _____
3. 29 X 18	\$ _____	4. 30"	\$ _____	\$ _____
4. 36 X 23	\$ _____	5. 36"	\$ _____	\$ _____
5. 44 X 27	\$ _____	6. 42"	\$ _____	\$ _____
6. 51 X 31	\$ _____	7. 48"	\$ _____	\$ _____
7. 58 X 36	\$ _____	8. 54"	\$ _____	\$ _____
8. 65 X 40	\$ _____	9. 60"	\$ _____	\$ _____

Specifications for Sock Pipe:

1. ASTMA, P405, Standard Specification for Corrugated Polyethylene Pipe and Fittings.
2. ASTM, F667, Standard Specification for Large Diameter Corrugated Polyethylene Pipe and Fittings.
3. AASHTO, M252, Standard Specification for Polyethylene Corrugated Drainage Pipe.
4. AASHTO, M294, Standard Specification for Corrugated Polyethylene Pipe, 12" To 36" Diameter.
5. Pipe Length to be 20' Standard.

Specifications for Polyethylene Culvert Pipe:

1. ASTM, P405, Standard Specification for Corrugated Polyethylene Pipe and Fittings.
2. ASTM, F667, Standard Specification for Large Diameter Corrugated Polyethylene Pipe and Fittings.
3. AASHTO, M252, Standard Specification for Polyethylene Corrugated Drainage Pipe
4. AASHTO, M294, Standard Specification for Corrugated Polyethylene Pipe, 12" To 36" Diameter Polyethylene Pipe, 12" To 36" Diameter.
5. Pipe Length to be 20' Standard
6. Joints Shall Be Bell And Spigot Type With Rubber Gasket. No Couplings Will Be Allowed.

Prices quoted shall be F.O.B. City of Gulfport, Department of Public Works.

VENDOR INFORMATION

Please provide the following information:

Company/Firm Name	<i>Consolidated Pipe & Supply</i>
Authorized Representative-(print)	<i>BILL TURNER</i>
Authorized Representative -(sign)	<i>Bill Turner</i>
Address	<i>10250 Larkin Smith drive</i>
Phone Number	<i>228-396-8818</i>
Facsimile Number	
Email	<i>William.turner@CPSpipe.com</i>

We/I do hereby certify by my signature that our product(s) bid meets or exceeds your specifications. We agree that failure to meet the specifications shall be just cause for the City of Gulfport to remove our company from the bid list.

Your attention is called to the fact that the State of Mississippi has a reciprocal preference law in regards to resident contractors. The State's treatment of non-resident contractor's and the local preference percentage shall be applied in evaluating the bids. It is the responsibility of the vendor to submit a copy of their state's preference law with the bid. Failure to do so may be reason to reject the bid.

Notice to bidders:

All bids shall be submitted on this form and shall be submitted in sealed envelopes marked **"C2A, Culvert and Ram Neck Piping"**, to be opened on **December 12, 2022 at 1:00 P.M.** Bids not submitted on this form may be disqualified.

Hold harmless: Contractor agrees that it will, and hereby does, indemnify, defend and hold harmless City of Gulfport from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused by contractor and/or its partners, principals, agents, employees or subcontractors in the performance of this contract. City of Gulfport will notify the contractor in writing of any claim to be indemnified hereunder, of which City has knowledge, and contractor in turn will promptly notify City of any such claim. Contractor shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.

Any request for price increase during the term of contract will be rejected. Should this rejection result in the cancellation of the contract, the vendor shall be removed from the qualified bidders list for twenty-four (24) month. If adverse conditions exist industry wide, modifications to disqualifications may be made as circumstances warrant.

The City reserves the right to request from the vendor an extension of this contract for a second term of twelve (12) months.

Address bid to:

Purchasing Department
City of Gulfport
1410 24th Avenue, Hardy Bldg.
Gulfport, MS 39501



Manufacturer Suggested Retail Price

Project Name: Gulfport Annual Bid 1.1.23 to 12.31.23 - Gulfport MS

Quote Prepared For:
CONSOLIDATED PIPE &
SUPPLY GULFPORT
GULFPORT, MS 39503
United States
Contact: Allen Lepine

Quoted By:
Advanced Drainage Systems,
Inc.
4640 Trueman Blvd
Hilliard, OH 43026-2438

TOTAL

USD 9,054.49

Issue Date: 11/14/2022

Project Number	Quote #	Sales Rep	Sales Rep Phone Number	Sales Rep Email
325218	Q-809353 *Please include Quote # on Purchase Order*	Rene Daigle	+1 3373665701	rene.daigle@adspipe.com

Project City	Project State	Project County	Market Code
Gulfport	MS	HARRISON	MTCB

Notes

ASTM HDPE DUAL WALL PIPE

QTY	Item Number	UOM	Description	MSRP Price	MSRP Amount
1.00	15850020DW	Foot	15".N12 F2648.STIB.SOLID.20'	\$13.90	\$13.90
1.00	18850020DW	Foot	18".N12 F2648.STIB.SOLID.20'	\$18.44	\$18.44
1.00	24850020DW	Foot	24".N12 F2648.STIB.SOLID.20'	\$31.55	\$31.55
1.00	30850020DW	Foot	30".N12 F2648.STIB.SOLID.20'	\$44.27	\$44.27
1.00	36850020DW	Foot	36".N12 F2648.STIB.SOLID.20'	\$55.49	\$55.49
1.00	42850020DW	Foot	42".N12 F2648.STIB.SOLID.20'	\$71.48	\$71.48
1.00	48850020DW	Foot	48".N12 F2648.STIB.SOLID.20'	\$90.09	\$90.09
1.00	60850020DW	Foot	60".N12 F2648.STIB.SOLID.20'	\$155.14	\$155.14
ASTM HDPE DUAL WALL PIPE TOTAL:					\$480.360

ASTM HDPE SINGLE WALL PIPE

QTY	Item Number	UOM	Description	MSRP Price	MSRP Amount
1.00	04510100	Foot	4".SWALL.REG.SOLID.100'	\$0.80	\$0.80
1.00	04730100BS	Foot	4".SWALL.REG.PERF.BLACK SOCK.100'	\$0.96	\$0.96

QTY	Item Number	UOM	Description	MSRP Price	MSRP Amount
1.00	06730100BS	Foot	6".SWALL.REG.PERF.BLACK SOCK.100'	\$2.11	\$2.11
ASTM HDPE SINGLE WALL PIPE TOTAL:					\$3.870

HDPE DUAL WALL PERF PIPE

QTY	Item Number	UOM	Description	MSRP Price	MSRP Amount
1.00	04230020	Foot	4".DWALL HWY.PL.PERF.SOCK.20'	\$2.19	\$2.19
1.00	06230020	Foot	6".N12 HWY.PL.PERF.SOCK.20'	\$3.94	\$3.94
1.00	08230020	Foot	8".N12 HWY.PL.PERF.SOCK.20'	\$7.47	\$7.47
1.00	10230020	Foot	10".DWALL HWY.PL.PERF.SOCK.20'	\$11.12	\$11.12
1.00	12830020DW	Foot	12".N12 F2648.STIB.PERF.SOCK.20'	\$10.71	\$10.71
1.00	15830020DW	Foot	15".N12 F2648.STIB.PERF.SOCK.20'	\$14.73	\$14.73
1.00	18830020DW	Foot	18".N12 F2648.STIB.PERF.SOCK.20'	\$19.70	\$19.70
1.00	24830020DW	Foot	24".N12 F2648.STIB.PERF.SOCK.20'	\$32.50	\$32.50
HDPE DUAL WALL PERF PIPE TOTAL:					\$102.360

NYLOPLAST BASINS

QTY	Item Number	UOM	Description	MSRP Price	MSRP Amount
1.00	2815AG5	Each	15".DRAIN BASIN.(5' TALL)	\$1,223.37	\$1,223.37
1.00	2818AG5	Each	18".DRAIN BASIN.(5' TALL)	\$1,435.59	\$1,435.59
1.00	2824AG5	Each	24".DRAIN BASIN.(5' TALL)	\$1,800.05	\$1,800.05
1.00	2830AG5	Each	30".DRAIN BASIN.(5' TALL)	\$2,898.97	\$2,898.97
NYLOPLAST BASINS TOTAL:					\$7,357.980

FLARED END SECTIONS

QTY	Item Number	UOM	Description	MSRP Price	MSRP Amount
1.00	1215NP	Each	12" / 15" END SECTION. (KIT - 25/PALLET)	\$262.75	\$262.75
1.00	1810NP	Each	18" END SECTION.KIT.(25/PALLET)	\$352.96	\$352.96
1.00	2410NP	Each	24" END SECTION.(KIT)	\$452.98	\$452.98
FLARED END SECTIONS TOTAL:					\$1,068.690

CTS POLYFLEX PIPE

QTY	Item Number	UOM	Description	MSRP Price	MSRP Amount
1.00	X4-752501000B	Foot	3/4".1000'.250 PSI. (CTS).NSF-BLACK-4710	\$0.38	\$0.38
1.00	X4-1250100B	Foot	1".100'.250 PSI.(CTS).NSF-BLACK-4710	\$0.62	\$0.62

QTY	Item Number	UOM	Description	MSRP Price	MSRP Amount
1.00	X4-150250100B	Foot	1-1/2".100'.250 PSI. (CTS).NSF-BLACK-4710	\$1.30	\$1.30
1.00	X4-2250100B	Foot	2".100'.250 PSI.(CTS).NSF-BLACK-4710	\$2.22	\$2.22
CTS POLYFLEX PIPE TOTAL:					\$4.520

COUPLERS

QTY	Item Number	UOM	Description	MSRP Price	MSRP Amount
1.00	0412AA	Each	4".SNAP COUPLER.(24/BG)	\$3.36	\$3.36
1.00	0613AA	Each	6".DWALL SNAP COUPLER.(8/BG)	\$7.85	\$7.85
1.00	0813AA	Each	8".DWALL SNAP COUPLER.(4/BG)	\$10.73	\$10.73
1.00	1013AA	Each	10".DWALL SNAP COUPLER.(3/BG)	\$14.77	\$14.77
COUPLERS TOTAL:					\$36.710

Disclaimer: ADS is pleased to provide you with our Manufacture Suggest Retail Price quote (MSRP). This quote is good for 30 days from the date the MSRP quote was issued. MSRP does not include local, state, use tax or freight when applicable.

MSRP prices are based on the total project value. The bidder is responsible for confirming quantities. Products listed are for MSRP purposes.

Orders must be shipped within 30 days of order placement. Geotextile prices are firm for shipments within 30 days from above quotation date.

1. Freight/Drop charges will apply per the following parameters (order values listed below are not inclusive of Nyloplast, Baysaver, InsertaTee or non-stock special order products which will incur actual freight charges or fuel surcharge as appropriate):

- All individual deliveries of \$6,750 or greater value will be delivered freight prepaid.
- All individual deliveries of \$3,375-\$6,749 where ADS has ample time to match up the remainder of truck will incur a \$300 drop charge.
- All deliveries less than \$3,375 will incur a minimum \$500 drop charge, or a common carrier LTL rate.
- These drop charges are separate and in addition to any application fuel surcharges.

2. ADS reserves the right to re-quote when the quantities change more than 10%. Prices quoted do not include state, local or use taxes. Prices quoted are based on the total project. Specific products such as Nyloplast Drains and Catch Basins, Custom pipe or Specialty fabricated products will be offered only as an engineered system with ADS pipe. All returns are subject to a 25% restocking fee (returned items require an RMA and must be in clean, re-sellable condition). Re-sale items, made-to-order fittings, Nyloplast, non-standard geotextiles and special order items cannot be returned. The quantities listed are estimated based on our interpretations of the project quantities. The bidder is responsible for confirming quantities. Products listed are for quoting purposes. ADS does not imply that the material will be accepted on any jobsite for any specific project unless stated otherwise. Technical certifications are available upon request.

Nyloplast:

Nyloplast freight pre-paid minimum is \$5000.

Nyloplast products are not stocked items and are made to order per your specifications. Delivery times vary based on location. Please contact your ADS salesperson for details.

- Basin and inline drainage structures (8"-30" Diameter) and ductile iron castings. Please plan for 4-8 Business days for production and delivery from nearest production or distribution facility.
- Basin drainage structures (36" Diameter) are produced and shipped from Buford, GA or Hempstead, TX. Please plan for 6-10 Business days for production and delivery.
- Nyloplast fittings (4"-30") are all produced and shipped from Buford, GA. Please plan for 10-15 Business days for production and delivery.
- Water quantity and quality control features such as weirs or special design hoods require additional production time. Please plan for 8-12 Business days for production and delivery.
- Nyloplast products are custom made and are non-cancellable and non-returnable once the order is placed.



Manufacturer Suggested Retail Price

Project Name: Gulfport Annual Bid 1.1.23 to 12.31.23 - Gulfport MS

Quote Prepared For:
 CONSOLIDATED PIPE &
 SUPPLY GULFPORT
 GULFPORT, MS 39503
 United States
 Contact: Allen Lepine

Quoted By:
 Advanced Drainage Systems,
 Inc.
 4640 Trueman Blvd
 Hilliard, OH 43026-2438

TOTAL

USD 9,054.49

Issue Date: 11/15/2022

Project Number	Quote #	Sales Rep	Sales Rep Phone Number	Sales Rep Email
325218	Q-809353 *Please include Quote # on Purchase Order*	Rene Daigle	+1 3373665701	rene.daigle@adspipe.com

Project City	Project State	Project County	Market Code
Gulfport	MS	HARRISON	MTCB

Notes

ASTM HDPE DUAL WALL PIPE

QTY	Item Number	UOM	Description	MSRP Price	MSRP Amount
1.00	15850020DW	Foot	15".N12 F2648.STIB.SOLID.20'	\$13.90	\$13.90
1.00	18850020DW	Foot	18".N12 F2648.STIB.SOLID.20'	\$18.44	\$18.44
1.00	24850020DW	Foot	24".N12 F2648.STIB.SOLID.20'	\$31.55	\$31.55
1.00	30850020DW	Foot	30".N12 F2648.STIB.SOLID.20'	\$44.27	\$44.27
1.00	36850020DW	Foot	36".N12 F2648.STIB.SOLID.20'	\$55.49	\$55.49
1.00	42850020DW	Foot	42".N12 F2648.STIB.SOLID.20'	\$71.48	\$71.48
1.00	48850020DW	Foot	48".N12 F2648.STIB.SOLID.20'	\$90.09	\$90.09
1.00	60850020DW	Foot	60".N12 F2648.STIB.SOLID.20'	\$155.14	\$155.14
ASTM HDPE DUAL WALL PIPE TOTAL:					\$480.360

ASTM HDPE SINGLE WALL PIPE

QTY	Item Number	UOM	Description	MSRP Price	MSRP Amount
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1.00	04730100BS	Foot	4".SWALL.REG.PERF.BLACK SOCK.100'	\$0.96	\$0.96

QTY	Item Number	UOM	Description	MSRP Price	MSRP Amount
1.00	06730100BS	Foot	6".SWALL.REG.PERF.BLACK SOCK.100'	\$2.11	\$2.11
ASTM HDPE SINGLE WALL PIPE TOTAL:					\$3.870

HDPE DUAL WALL PERF PIPE

QTY	Item Number	UOM	Description	MSRP Price	MSRP Amount
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1.00	06230020	Foot	6".N12 HWY.PL.PERF.SOCK.20'	\$3.94	\$3.94
1.00	08230020	Foot	8".N12 HWY.PL.PERF.SOCK.20'	\$7.47	\$7.47
1.00	10230020	Foot	10".DWALL HWY.PL.PERF.SOCK.20'	\$11.12	\$11.12
1.00	12830020DW	Foot	12".N12 F2648.STIB.PERF.SOCK.20'	\$10.71	\$10.71
1.00	15830020DW	Foot	15".N12 F2648.STIB.PERF.SOCK.20'	\$14.73	\$14.73
1.00	18830020DW	Foot	18".N12 F2648.STIB.PERF.SOCK.20'	\$19.70	\$19.70
1.00	24830020DW	Foot	24".N12 F2648.STIB.PERF.SOCK.20'	\$32.50	\$32.50
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NYLOPLAST BASINS TOTAL:					\$7,357.980

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QTY	Item Number	UOM	Description	MSRP Price	MSRP Amount
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1.00	2410NP	Each	24" END SECTION.(KIT)	\$452.98	\$452.98
FLARED END SECTIONS TOTAL:					\$1,068.690

CTS POLYFLEX PIPE

QTY	Item Number	UOM	Description	MSRP Price	MSRP Amount
1.00	X4-752501000B	Foot	3/4".1000'.250 PSI. (CTS).NSF-BLACK-4710	\$0.38	\$0.38
1.00	X4-1250100B	Foot	1".100'.250 PSI.(CTS).NSF-BLACK-4710	\$0.62	\$0.62

QTY	Item Number	UOM	Description	MSRP Price	MSRP Amount
1.00	X4-150250100B	Foot	1-1/2".100'.250 PSI. (CTS).NSF-BLACK-4710	\$1.30	\$1.30
1.00	X4-2250100B	Foot	2".100'.250 PSI.(CTS).NSF-BLACK-4710	\$2.22	\$2.22
CTS POLYFLEX PIPE TOTAL:					\$4.520

COUPLERS

QTY	Item Number	UOM	Description	MSRP Price	MSRP Amount
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COUPLERS TOTAL:					\$36.710

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- All individual deliveries of \$6,750 or greater value will be delivered freight prepaid.
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Nyloplast:

Nyloplast freight pre-paid minimum is \$5000.

Nyloplast products are not stocked items and are made to order per your specifications. Delivery times vary based on location. Please contact your ADS salesperson for details.

- Basin and inline drainage structures (8"-30" Diameter) and ductile iron castings. Please plan for 4-8 Business days for production and delivery from nearest production or distribution facility.
- Basin drainage structures (36" Diameter) are produced and shipped from Buford, GA or Hempstead, TX. Please plan for 6-10 Business days for production and delivery.
- Nyloplast fittings (4"-30") are all produced and shipped from Buford, GA. Please plan for 10-15 Business days for production and delivery.
- Water quantity and quality control features such as weirs or special design hoods require additional production time. Please plan for 8-12 Business days for production and delivery.
- Nyloplast products are custom made and are non-cancellable and non-returnable once the order is placed.

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL AWARDED BID FOR “TERM CONTRACT GROUP C2A – CULVERT AND RAM NECK PIPING, APPROVING AGREEMENT BETWEEN THE CITY OF GULFPORT AND FERGUSON ENTERPRISES, LLC, D/B/A FERGUSON WATERWORKS, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to enter into a contract for the delivery of certain commodities (Group C2A – Culvert and Ram Neck Piping) for a stipulated price for a specified term; and

WHEREAS, pursuant to authority of this City Council, advertisements for bids were published and six (6) bids were received on the commodity noted above, with FERGUSON ENTERPRISES, LLC, D/B/A FERGUSON WATERWORKS of Gulfport, Mississippi, being the low or alternate low bidder for those items noted on the bid tabulation sheet under the FERGUSON ENTERPRISES, LLC, D/B/A FERGUSON WATERWORKS, name and shaded in gray, as referenced in the Memorandum of Jessica Versigna, Purchasing Agent, and tabulation sheet which is attached hereto as Exhibit “A”; and

WHEREAS, a proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, is attached hereto as Exhibit “B”.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, be and it is hereby approved in the form as attached hereto as Exhibit “B” and the Mayor is hereby authorized to execute the same on behalf of the City of Gulfport.

Section 3. That the Resolutions of January 3, 2023, concerning Group C2A – Culvert and Ram Neck Piping be and they are hereby rescinded.

Section 4. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and ready by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2023.

APPROVED:

MAYOR

**AGREEMENT BETWEEN THE CITY OF
GULFPORT AND COMMODITY (Group C2A – Culvert and Ram Neck Piping)
SUPPLIER ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2023, by and between the City of Gulfport, Mississippi (hereinafter called CITY) and FERGUSON ENTERPRISES, LLC, D/B/A FERGUSON WATERWORKS (hereinafter called SUPPLIER).

CITY and SUPPLIER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article I. Commodities.

SUPPLIER shall provide all commodities, goods, and deliverables as specified or indicated in the Bid Proposal submitted by SUPPLIER to CITY at the price contained therein (for those items for which SUPPLIER was the lowest and best or alternate and best bid as found on the bid tabulation sheet as approved by the CITY Council (i.e., for those items noted on the bid tabulation sheet under the SOUTHERN PIPE & SUPPLY COMPANY, INC. name and shaded in gray)). SUPPLIER assures that all such deliverables shall meet industry standards of quality and as further set forth herein. The CITY will issue and submit to SUPPLIER a job specific purchase order or other written documentation of order to provide certain and various of the commodities, goods, or deliverables found in the Bid Proposal. Each purchase order or similar document shall contain the specific item(s) and the number of each item needed. The CITY is not guaranteeing that any specific number of items will be purchased hereunder and is not guaranteeing that such items will not be purchased in another manner or from another source. It is further understood and acknowledged that the items ordered at the end of one (1) year may be significantly more or less than the total bid submitted. There is no minimum number or amount of commodities, goods, or deliverables required for any purchase or similar order set out hereunder.

Article II. Contract Times.

SUPPLIER must agree to commence delivery of items requested via purchase order or other written documentation of order within the time frames set out in the bid documents (i.e., bid specifications and bid proposal) (to the extent that a time frame is set out in the bid documents). Failure to make delivery within any required time frame will be justification by the CITY for termination of this Agreement.

This Contract will be effective for the period January 17, 2023 thru December 31, 2023 (“Contract Term”). It is agreed that there is one (1) optional period of one (1) year, such option period to commence upon expiration of the Contract Term (“Option Term”). Such Option Term shall be effective and exercised automatically unless, at least thirty (30) days before the end of the Contract Term, CITY or SUPPLIER notifies the other of an intent not to exercise this option and extend the Contract Term for this second one (1) year. All pricing shall remain as bid through the Option Term.

Article III. Contract Price.

CITY shall pay SUPPLIER for the delivery of items ordered under this contract in accord with the unit price set forth for each item in SUPPLIER’s Bid Proposal for which SUPPLIER was awarded this contract which is attached hereto as Exhibit “A” and incorporated herein.

Any request for price increase during the term of contract will be rejected. Should this rejection result in the cancellation of the contract, the SUPPLIER shall be removed from the qualified bidders list for

twenty-four (24) months. If adverse conditions exist industry wide, modifications to disqualifications may be made as circumstances warrant.

Article IV. Payment Procedures.

Payment of items delivered under any/all purchase orders issued hereunder shall be in accordance with the usual practices and ordinances of the CITY of Gulfport and the applicable statutes and regulations of the State of Mississippi.

Article V. Contract Documents.

The Contract Documents which comprise the entire agreement between CITY and SUPPLIER consist of this Agreement, Bid Specifications and the Bid Proposal submitted by SUPPLIER. There are no Contract Documents other than those listed or incorporation herein.

Article VI. Warranties.

SUPPLIER expressly warrants that all commodities, goods, and deliverables furnished or provided under this agreement will be new, will be free from defect in material and workmanship, and shall be free and clear of all liens, mortgages, security interests or other encumbrances. SUPPLIER further warrants that all such commodities, goods, and deliverables will conform to any specifications, drawings, statements or representations made to the CITY or otherwise appearing on the containers or labels or advertisements for such items and that any such commodities, goods, and deliverables will be adequately contained, packaged, marked and labeled. SUPPLIER also warrants that all commodities, goods, and deliverables furnished hereunder or in connection with this agreement will be merchantable and will be safe and appropriate for the purpose for which items of that kind are normally used. If SUPPLIER knows or has reason to know the particular purpose for which the CITY intends to use the commodities, goods, or deliverables, SUPPLIER warrants that such items will be fit for such particular purpose. SUPPLIER shall not limit or exclude any implied warranties and any attempt to do so shall render this agreement voidable at the option of the CITY. SUPPLIER agrees to promptly replace or correct defects of any commodities, goods, or deliverables not conforming to the foregoing warranties, without expense to the CITY, when notified of such nonconformity by the CITY for up to one year after acceptance of the same, provided the CITY elects to provide the SUPPLIER the opportunity to do so. If SUPPLIER fails to correct defects in or replace nonconforming commodities, goods, or deliverables, the CITY, after reasonable notice to SUPPLIER, may make such corrections or replace such goods and services and charge SUPPLIER for the cost incurred by the CITY in doing so. SUPPLIER recognizes that the CITY's requirements may require immediate repairs, re-working, or replacement of defective commodities, goods, or deliverables, without notice to the SUPPLIER. In such event, SUPPLIER shall reimburse the CITY for the costs, delays, or other damages which the CITY has incurred. In the event of a conflict with the length or duration of any warranties involving commodities, goods, or deliverables provided or sold to the CITY in connection with this agreement and any other warranties, whichever warranty is longer in duration or tenure shall prevail.

Article VI. Miscellaneous.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

CITY and SUPPLIER each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, representations, and obligations contained in the Contract Documents.

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and SUPPLIER, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SUPPLIER certifies that the SUPPLIER and its principals and agents are eligible to participate in this transaction, enter into this agreement, and perform in accordance herewith and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that SUPPLIER is in compliance with the State of Mississippi statutes and rules relating to procurement and that SUPPLIER is not listed on the federal government's terrorism watch list as described in any governing or existing federal law or Executive Order, including, but not limited to, Executive Order 13224.

Article VII. Hold Harmless.

SUPPLIER further agrees that it will, and hereby does, fully indemnify, defend and hold harmless the CITY of Gulfport from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused in any way by contractor and/or its partners, principals, agents, employees or subcontractors in the performance of the Contract Documents or any provisions set forth or incorporated therein and the breach of the Contract Documents or in any way arising therefrom or relating thereto. The CITY of Gulfport will notify the SUPPLIER in writing of any claim to be indemnified hereunder, of which CITY has knowledge, and SUPPLIER in turn will promptly notify CITY of any such claim. SUPPLIER shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.

IN WITNESS WHEREOF, CITY and SUPPLIER have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and to SUPPLIER.

This Agreement will be effective on January 17, 2023.

CITY:

SUPPLIER:

CITY OF GULFPORT, MISSISSIPPI

FERGUSON ENTERPRISES, LLC, D/B/A
FERGUSON WATERWORKS

BY: _____

BY: _____

ADDRESS:

ADDRESS:

P.O. Box 1780
Gulfport, MS 39502

DATE: _____

DATE: _____

GROUP C2A

CULVERT and RAM NECK PIPING

Honorable Mayor and City Council
City of Gulfport
P.O. Box 1780
Gulfport, MS 39502

Mayor and Council Members:

Pursuant to your advertisement, we do hereby submit this, our proposal for furnishing Culvert and Ram Neck Piping, in accordance with the specifications listed below, for a period of twelve (12) months reserving the right to request an extension of contract for a second term of twelve (12) months, which is as follows:

SPECIFICATIONS:

The materials and items listed must meet as a minimum the following specifications/guidelines:

- Must Meet Federal Spec. SS-S-00210, "Sealing Compound, Preformed Plastic For Pipe Joints, Type 1, Rope Form.
- Must Meet Test Method on Composition as Follows ASTM D4, AASHOT III, ASTM D6
- Must Meet Test Method on Property ASTM D71, ASTM D113, ASTM 36, ASTM D217

Section 1 – Ram Neck, Gasket Only

Cut Length	Unit Price
1. 1" X 2' 5"	\$ <u>NO Quote</u>
2. 1 1/2" X 3' 5"	\$ <u>NO Quote</u>
3. 1 3/4" X 3' 5"	\$ <u>NO Quote</u>

Section 2 - HDPE Pipe Water Tight (Bell End) Connection, Smooth Interior

Diameter	Price per Lineal Ft.
1. 15"	\$ <u>13.60</u>
2. 18"	\$ <u>18.04</u>
3. 24"	\$ <u>30.86</u>
4. 30"	\$ <u>43.30</u>
5. 36"	\$ <u>54.28</u>
6. 42"	\$ <u>69.92</u>
7. 48"	\$ <u>88.13</u>
8. 60"	\$ <u>151.76</u>

Section 3 – Nyloplast or Equal, PVC Drain Basins w/Lockable Cast Iron Grates

1. 15"	\$ <u>1196.74</u>
2. 18"	\$ <u>1404.35</u>
3. 24"	\$ <u>1760.87</u>
4. 30"	\$ <u>2835.81</u>

Section 4 - HDPE Pipe, Rigid, Perforated Sock Pipe, 20' Sections

Diameter	Price per Section
1. 4" Flexible	\$ <u>78.00</u> (100 ft. Roll)
2. 4" Rigid	\$ <u>42.80</u>
3. 6" Rigid	\$ <u>77.20</u>
4. 8" Rigid	\$ <u>146.00</u>
5. 10" Rigid	\$ <u>217.60</u>
6. 12" Rigid	\$ <u>209.60</u>
7. 15" Rigid	\$ <u>288.20</u>
8. 18" Rigid	\$ <u>394.00</u>
9. 24" Rigid	\$ <u>635.80</u>

Section 5 - HDPE Pipe, 20' Sections

Diameter	Price per Section
1. 15" Flared End	\$ <u>262.75</u>
2. 18" Flared End	\$ <u>352.96</u>
3. 24" Flared End	\$ <u>452.98</u>

Section 6 - HDPE Perforated Sock Pipe, Flexible – 100 ft. Roll:

1. 4" Perforated Under-Drain Sock Pipe	\$ <u>94.00</u> per 100 ft. Roll
2. 6" Perforated Under-Drain Sock Pipe	\$ <u>207.00</u> per 100 ft. Roll

Section 7 - Round Concrete Pipe, ASTM C-76, Class III, w/Rubber Gasket

Diameter	per Foot
1. 15"	\$ <u>NO QUOTE</u>
2. 18"	\$ _____
3. 24"	\$ _____
4. 30"	\$ _____
5. 36"	\$ _____
6. 42"	\$ _____
7. 48"	\$ _____
8. 54"	\$ _____
9. 60"	\$ _____

Section 8 - Concrete Arch, ASTM C-506, Class III, w/Preformed Mastic

Diameter	per Linear Foot	Diameter	Concrete Flared End Sections Round Each	Arch Each
1. 18 X 11	\$ <u>NO QUOTE</u>	2. 18"	\$ _____	\$ _____
2. 22 X 13	\$ _____	3. 24"	\$ _____	\$ _____
3. 29 X 18	\$ _____	4. 30"	\$ _____	\$ _____
4. 36 X 23	\$ _____	5. 36"	\$ _____	\$ _____
5. 44 X 27	\$ _____	6. 42"	\$ _____	\$ _____
6. 51 X 31	\$ _____	7. 48"	\$ _____	\$ _____
7. 58 X 36	\$ _____	8. 54"	\$ _____	\$ _____
8. 65 X 40	\$ _____	9. 60"	\$ _____	\$ _____

Specifications for Sock Pipe:

1. ASTMA, P405, Standard Specification for Corrugated Polyethylene Pipe and Fittings.
2. ASTM, F667, Standard Specification for Large Diameter Corrugated Polyethylene Pipe and Fittings.
3. AASHTO, M252, Standard Specification for Polyethylene Corrugated Drainage Pipe.
4. AASHTO, M294, Standard Specification for Corrugated Polyethylene Pipe, 12" To 36" Diameter.
5. Pipe Length to be 20' Standard.

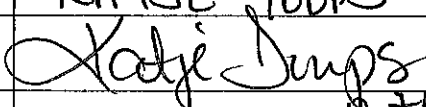
Specifications for Polyethylene Culvert Pipe:

1. ASTM, P405, Standard Specification for Corrugated Polyethylene Pipe and Fittings.
2. ASTM, F667, Standard Specification for Large Diameter Corrugated Polyethylene Pipe and Fittings.
3. AASHTO, M252, Standard Specification for Polyethylene Corrugated Drainage Pipe
4. AASHTO, M294, Standard Specification for Corrugated Polyethylene Pipe, 12" To 36" Diameter Polyethylene Pipe, 12" To 36" Diameter.
5. Pipe Length to be 20' Standard
6. Joints Shall Be Bell And Spigot Type With Rubber Gasket. No Couplings Will Be Allowed.

Prices quoted shall be F.O.B. City of Gulfport, Department of Public Works.

VENDOR INFORMATION

Please provide the following information:

Company/Firm Name	Ferguson Waterworks
Authorized Representative-(print)	KATJE TOUPS
Authorized Representative -(sign)	
Address	14231 Seaway Rd Gulfport, MS 39503
Phone Number	228-863-2751
Facsimile Number	228-863-6581
Email	KATJE.TOUPS@Ferguson.com

We/I do hereby certify by my signature that our product(s) bid meets or exceeds your specifications. We agree that failure to meet the specifications shall be just cause for the City of Gulfport to remove our company from the bid list.

Your attention is called to the fact that the State of Mississippi has a reciprocal preference law in regards to resident contractors. The State's treatment of non-resident contractor's and the local preference percentage shall be applied in evaluating the bids. It is the responsibility of the vendor to submit a copy of their state's preference law with the bid. Failure to do so may be reason to reject the bid.

Notice to bidders:

All bids shall be submitted on this form and shall be submitted in sealed envelopes marked **"C2A, Culvert and Ram Neck Piping"**, to be opened on **December 12, 2022 at 1:00 P.M.** Bids not submitted on this form may be disqualified.

Hold harmless: Contractor agrees that it will, and hereby does, indemnify, defend and hold harmless City of Gulfport from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused by contractor and/or its partners, principals, agents, employees or subcontractors in the performance of this contract. City of Gulfport will notify the contractor in writing of any claim to be indemnified hereunder, of which City has knowledge, and contractor in turn will promptly notify City of any such claim. Contractor shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.

Any request for price increase during the term of contract will be rejected. Should this rejection result in the cancellation of the contract, the vendor shall be removed from the qualified bidders list for twenty-four (24) month. If adverse conditions exist industry wide, modifications to disqualifications may be made as circumstances warrant.

The City reserves the right to request from the vendor an extension of this contract for a second term of twelve (12) months.

Address bid to:

Purchasing Department
City of Gulfport
1410 24th Avenue, Hardy Bldg.
Gulfport, MS 39501

Duplicate

GROUP C2A

CULVERT and RAM NECK PIPING

Honorable Mayor and City Council
City of Gulfport
P.O. Box 1780
Gulfport, MS 39502

Mayor and Council Members:

Pursuant to your advertisement, we do hereby submit this, our proposal for furnishing Culvert and Ram Neck Piping, in accordance with the specifications listed below, for a period of twelve (12) months reserving the right to request an extension of contract for a second term of twelve (12) months, which is as follows:

SPECIFICATIONS:

The materials and items listed must meet as a minimum the following specifications/guidelines:

- Must Meet Federal Spec. SS-S-00210, "Sealing Compound, Preformed Plastic For Pipe Joints, Type 1, Rope Form.
- Must Meet Test Method on Composition as Follows ASTM D4, AASHOT III, ASTM D6
- Must Meet Test Method on Property ASTM D71, ASTM D113, ASTM 36, ASTM D217

Section 1 – Ram Neck, Gasket Only

Cut Length	Unit Price
1. 1" X 2' 5"	\$ <u>NO Quote</u>
2. 1 1/2" X 3' 5"	\$ <u>NO Quote</u>
3. 1 3/4" X 3' 5"	\$ <u>NO Quote</u>

Section 2 - HDPE Pipe Water Tight (Bell End) Connection, Smooth Interior

Diameter	Price per Lineal Ft.
1. 15"	\$ <u>13.60</u>
2. 18"	\$ <u>18.04</u>
3. 24"	\$ <u>30.80</u>
4. 30"	\$ <u>43.30</u>
5. 36"	\$ <u>54.28</u>
6. 42"	\$ <u>69.92</u>
7. 48"	\$ <u>88.13</u>
8. 60"	\$ <u>151.76</u>

Specifications for Sock Pipe:

1. ASTMA, P405, Standard Specification for Corrugated Polyethylene Pipe and Fittings.
2. ASTM, F667, Standard Specification for Large Diameter Corrugated Polyethylene Pipe and Fittings.
3. AASHTO, M252, Standard Specification for Polyethylene Corrugated Drainage Pipe.
4. AASHTO, M294, Standard Specification for Corrugated Polyethylene Pipe, 12" To 36" Diameter.
5. Pipe Length to be 20' Standard.

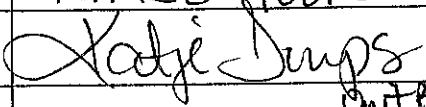
Specifications for Polyethylene Culvert Pipe:

1. ASTM, P405, Standard Specification for Corrugated Polyethylene Pipe and Fittings.
2. ASTM, F667, Standard Specification for Large Diameter Corrugated Polyethylene Pipe and Fittings.
3. AASHTO, M252, Standard Specification for Polyethylene Corrugated Drainage Pipe
4. AASHTO, M294, Standard Specification for Corrugated Polyethylene Pipe, 12" To 36" Diameter Polyethylene Pipe, 12" To 36" Diameter.
5. Pipe Length to be 20' Standard
6. Joints Shall Be Bell And Spigot Type With Rubber Gasket. No Couplings Will Be Allowed.

Prices quoted shall be F.O.B. City of Gulfport, Department of Public Works.

VENDOR INFORMATION

Please provide the following information:

Company/Firm Name	Ferguson Waterworks
Authorized Representative-(print)	KATIE TOURS
Authorized Representative -(sign)	
Address	14231 Seaway Rd Gulfport, MS 39503
Phone Number	228-863-2751
Facsimile Number	228-863-1687
Email	KATIE.TOURS@Ferguson.com

We/I do hereby certify by my signature that our product(s) bid meets or exceeds your specifications. We agree that failure to meet the specifications shall be just cause for the City of Gulfport to remove our company from the bid list.

Your attention is called to the fact that the State of Mississippi has a reciprocal preference law in regards to resident contractors. The State's treatment of non-resident contractor's and the local preference percentage shall be applied in evaluating the bids. It is the responsibility of the vendor to submit a copy of their state's preference law with the bid. Failure to do so may be reason to reject the bid.

Notice to bidders:

All bids shall be submitted on this form and shall be submitted in sealed envelopes marked "**C2A, Culvert and Ram Neck Piping**", to be opened on **December 12, 2022 at 1:00 P.M.** Bids not submitted on this form may be disqualified.

Hold harmless: Contractor agrees that it will, and hereby does, indemnify, defend and hold harmless City of Gulfport from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused by contractor and/or its partners, principals, agents, employees or subcontractors in the performance of this contract. City of Gulfport will notify the contractor in writing of any claim to be indemnified hereunder, of which City has knowledge, and contractor in turn will promptly notify City of any such claim. Contractor shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.

Any request for price increase during the term of contract will be rejected. Should this rejection result in the cancellation of the contract, the vendor shall be removed from the qualified bidders list for twenty-four (24) month. If adverse conditions exist industry wide, modifications to disqualifications may be made as circumstances warrant.

The City reserves the right to request from the vendor an extension of this contract for a second term of twelve (12) months.

Address bid to:

Purchasing Department
City of Gulfport
1410 24th Avenue, Hardy Bldg.
Gulfport, MS 39501

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE AWARD TO VOLKERT, INC., FOR MATERIAL TESTING SERVICES IN CONNECTION WITH THE LANDON ROAD WIDENING PROJECT, TO APPROVE CONTRACT BETWEEN THE CITY OF GULFPORT AND BURNS COOLEY DENNIS, INC., FOR SAID WORK, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to undertake a project to widen Landon Road in the City of Gulfport from US Highway 49 to Coleman Road to five (5) lanes including railroad and intersection improvements; and

WHEREAS, material testing services are required to proceed with and complete the said project and Burns Cooley Dennis, Inc., has been selected by the City to perform the said testing; and

WHEREAS, a proposed Professional Services Agreement between the City and Burns Cooley Dennis, Inc., for the said services is attached hereto as Exhibit “A” for consideration; and

WHEREAS, the Council finds that it is in the best interest of the City to award the contract for Material Testing Services in connection with the aforementioned project to Burns Cooley Dennis, Inc., and to approve, subject to approval by the Mississippi Department of Transportation, a Professional Services agreement with Burns Cooley Dennis, Inc. concerning the same (see Exhibit “A” attached hereto).

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That selection of Burns Cooley Dennis, Inc., to perform material testing for the Land Road Widening Project is hereby ratified, and the proposal of Burns Cooley Dennis, Inc., of Ridgeland, Mississippi, be and the same is hereby accepted, and that the Professional Services Agreement attached

hereto as Exhibit "A" be and the same is hereby approved, subject to the approval by the Mississippi Department of Transportation, with an NTE of \$27,762.96, and found to be in the best interest of the City, and the Mayor is hereby authorized to execute and deliver the same on behalf of the City of Gulfport.

Section 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and ready by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this
the _____ day of _____, 2023.

APPROVED:

MAYOR



Memorandum – City of Gulfport

PUBLIC WORKS AND ENGINEERING

To: Mayor Billy Hewes and Members of the City Council

CC: Leonard Papania, CAO
Todd Harman, CPA, Director of Finance and Accounting
Tyler Gentry, Assistant Director of Public Works – Operations
Legal Department

From: Wayne E. Miller, P.E., Director of Public Works and Engineering

WEM

Date: January 6, 2023

Re: **Recommendation to Approve the Material Testing Services Contract**
- **Landon Road Widening Project from Coleman Road to US Highway 49**
- **STP-9138-00(002)LPA / 107221-701000, Harrison County**

Attached for your consideration is the Contract Agreement for Material Testing Services with Burns Cooley Dennis, Inc. for the referenced project. The cost of these services shall not exceed \$27,762.96. The scope of the services includes, but is not limited to, providing material testing services as required by the Mississippi Department of Transportation.

The project is designed to widen Landon Road from Coleman Road to US Highway 49 to five (5) lanes including railroad and intersection improvements.

Funding is in place for the project from the existing capital account and will be 100% paid by the City.

I recommend approval of this amendment.

Attachment:

1. Letter and Cost Estimate from Jeffrey W. Williams, P.E. (Burns Cooley Dennis, Inc.)
2. Contract Agreement for Material Testing Services

BURNS COOLEY DENNIS, INC.

GEOTECHNICAL AND MATERIALS ENGINEERING CONSULTANTS

Corporate Office
551 Sunnybrook Road
Ridgeland, MS 39157
Phone: (601) 856-9911
Fax: (601) 853-2077

Mailing Address
Post Office Box 12828
Jackson, MS 39236

www.bcdgeo.com

Materials Laboratory
278 Commerce Park Drive
Ridgeland, MS 39157
Phone: (601) 856-2332
Fax: (601) 856-3552

December 21, 2022

City of Gulfport
4050 Hewes Avenue
Gulfport, MS 39507

Attention: Jeremy R. Harrison, P.E.
Assistant Director of Engineering

Re: Proposal for Construction Materials Testing
MDOT Proj. No.: STP-9138-00(002)LPA/107221-70100
Landon Road Widening
Gulfport, Mississippi

Gentlemen:

The following scope of work and cost estimate is based on information provided to us regarding the plans and material quantities and our experience with similar projects. At the time of this proposal, it is our understanding that our scope will include construction materials field and laboratory testing and inspection services. Our services will include the following:

- Earthwork testing and observation;
- Concrete pavement and site concrete testing and observation; and
- Asphalt pavement testing.

Our testing and monitoring services will be part-time and will be influenced by the contractor's schedule and progress. Based on the above-mentioned scope, our cost estimate for this project is shown on the following pages. BCD invoices will be based on actual time and materials testing services rendered. We appreciate the opportunity to submit a proposal for this project and look forward to having the opportunity to working with you in the future.

Very Truly Yours,

BURNS COOLEY DENNIS, INC.



Jeffrey W. Williams, P.E.



BCD MEETS THE CRITERIA FOR:

ASTM E 329
ASTM C 1077
ASTM D 3666
ASTM D 3740

KW/JWW/fyl

14140 Dedeaux Road, Suite D

•

Gulfport, Mississippi 39503

ESTIMATED MAXIMUM FEE FOR TESTING SERVICES

Project Name	Landon Road Widening
MDOT Project No.	STP-9138-00(002)LPA/107221-701000
Testing Firm Name	Burns Cooley Dennis, Inc.
MDOT District Material Engineer Approval Date for the S&T Report	July 18, 2019

Home Overhead Rate ²	163.97%	%
FCCM (Home)	0.27%	%
Field Overhead Rate ²	163.97%	%
FCCM (Field)	0.27%	%
Profit	12.00%	%

Classification	Hours	Raw Wage Rate	Audited OH Rate	Profit	FCCM	Regular Billing Rate	Total
Project Manager	18	\$ 80.00	\$ 131.18	\$ 25.34	\$ 0.22	\$ 236.73	\$ 4,261.20
Project Engineer	9	\$ 65.00	\$ 106.58	\$ 20.59	\$ 0.18	\$ 192.35	\$ 1,731.11
Materials Engineer	15	\$ 45.00	\$ 73.79	\$ 14.25	\$ 0.12	\$ 133.16	\$ 1,997.44
Admin. Assistant	39	\$ 20.00	\$ 32.79	\$ 6.34	\$ 0.05	\$ 59.18	\$ 2,308.15
Field Technician	164	\$ 25.00	\$ 40.99	\$ 7.92	\$ 0.07	\$ 73.98	\$ 12,132.57

SUBTOTAL - LABOR COSTS \$ 22,430.46

LPA Project Sampling and Testing Requirements

Item Number and Item	Test	Frequency	Number of Test	Unit Cost	Total Cost
203-EX014 Borrow Excav. 206-A001 Structural Excav.	Atterberg Limits (T89 and T90)	High	5	\$ 60.00	\$ 300.00
203-EX014 Borrow Excav. 206-A001 Structural Excav.	Minus No. 200 Wash (T11)	High	3	\$ 50.00	\$ 150.00
203-EX014 Borrow Excav. 206-A001 Structural Excav. 304-F001 3/4"Down/610/825B	Standard Proctors (MT-8)	High	5	\$ 225.00	\$ 1,125.00
203-EX014 Borrow Excav. 206-A001 Structural Excav. 304-F001 3/4"Down/610/825B Utility Trenches	Nuclear Density Tests (T312)	High	54	\$ 25.00	\$ 1,350.00
304-F001 3/4"Down/610/825B	Gradation (T27)	High	2	\$ 125.00	\$ 250.00
403-A002 MT 12.5mm 403-A005 MT 19mm 403-B002 MT 12.5mm 403-A014 MT 9.5mm	Bulk Specific Gravity (T166)	High	19	\$ 30.00	\$ 570.00

907-504-A002 6' Fiber Reinforced Concrete 601-B001 Concrete Class B Minor Struct. 608-A001 Concrete Sidewalk 609-B003 609-D008 Comb. C&G Type 3A 614-A001 Concrete Driveway 907-634-A043, A044, A048, A049 Signal Pole 907-634-C002 Pole Foundation 684-A004 Pole Foundation	Compressive Strength (T22)	High	51	\$ 25.00	\$ 1,275.00
SUB-TOTAL - LPA Project Sampling and Testing Requirements					\$ 5,020.00

EXPENSE ITEMS	Quantity	Unit	Rate	Total Cost
Automobile Travel	500	Miles	\$ 0.625	\$ 312.50
SUB-TOTAL - EXPENSE ITEMS				\$ 312.50

TOTAL PROPOSED FEE

\$ 27,762.96

NOTES:

The above quantities are estimated using the 2020 LPA Project Sampling and Testing Requirements based on a Moderate Risk and the approved Sampling and Testing Proposal. The breakdown below outlines the number for trips and hours per trip for each of the pay items that will require testing. Technician hours are based on 17 - 5 hour trips to the project site for concrete testing, 12 - 4 hour trips for earthwork and granular testing, 10 - 2 hour trips for asphalt densities, and 11 - 1 hour trips for sample pickup and proofrolls. 1 hour clerical per technician testing trip. 0.25 hours project manager per materials testing trip and 8 hour for meetings. 0.5 hours materials engineer per earthwork and asphalt testing trip and 4 hours for meetings. 0.5 hours project engineer per concrete testing trip. Mileage is based on 10 miles per round trip.

The time shown for the Project Engineer and Admin. Assistant is for the preparation and review of reports. The Project Manager time shown is for overall review of testing work and reporting.

Field Technician Trip and Hourly Summary					
Description	Trips	Hours/Trip	Hours	Miles/ Trip	Miles
Concrete Field Testing	17	5	85	10	170
Earthwork & Aggregate Testing	12	4	48	10	120
Asphalt Density	10	2	20	10	100
Sample Pickup & Proofroll	11	1	11	10	110
Totals	50		164		500

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
BURNS COOLEY DENNIS, INC.
AND
CITY OF GULFPORT
FOR
CONSTRUCTION MONITORING AND TESTING SERVICES

THE AGREEMENT

This AGREEMENT is made by and between Burns Cooley Dennis, Inc., hereinafter referred to as GEOTECHNICAL ENGINEER, and City of Gulfport hereinafter referred to as CLIENT. CLIENT also refers to and is interchangeable with CONTRACTOR when the CONTRACTOR is the CLIENT.

The AGREEMENT between the parties consists of these TERMS, the attached PROPOSAL and any exhibits or attachments noted in the PROPOSAL. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this AGREEMENT must be mutually agreed to in writing.

MONITORING AND TESTING

The GEOTECHNICAL ENGINEER is retained by CLIENT to provide a site representative, either part-time or full-time, for the purpose of providing periodic monitoring and testing of specific portions of construction work or other field activities as set forth in the PROPOSAL. For the specified assignment, GEOTECHNICAL ENGINEER will report observations and test results to CLIENT. GEOTECHNICAL ENGINEER's site representative will report to CLIENT any observed geotechnically and materials related work which does not conform with plans and specifications. CLIENT agrees that GEOTECHNICAL ENGINEER's site representative will not be responsible for supervision or direction of the actual work of the CONTRACTOR, his employees or agents, and that the presence of our site representative, or observation or testing by us will not relieve the CONTRACTOR of his responsibilities for performing the work in accordance with the plans and specifications. GEOTECHNICAL ENGINEER and/or GEOTECHNICAL ENGINEER's site representative will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by CONTRACTOR. CLIENT agrees that the CONTRACTOR will be solely and completely responsible for working conditions on the jobsite, including safety of all persons and property during performance of the work, and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. It is agreed that GEOTECHNICAL ENGINEER will not be responsible for job or site safety on the project and that the GEOTECHNICAL ENGINEER and/or GEOTECHNICAL ENGINEER's site representative does not have the duty or right to stop the work of the CONTRACTOR.

STANDARD OF CARE

Services performed by GEOTECHNICAL ENGINEER under this AGREEMENT are expected by CLIENT to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the geotechnical engineering profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstances is any warranty, express or implied, made in connection with the providing of geotechnical engineering services.

BILLING AND PAYMENT

Invoices will be submitted to CLIENT by GEOTECHNICAL ENGINEER, and will be due and payable upon presentation. Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. CLIENT will pay an additional charge of one-and-one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount.

TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by the other party, or if CLIENT suspends the work for more than three (3) months. In the event of termination, GEOTECHNICAL ENGINEER will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to the cost of completing records and reports necessary to document job status at the time of termination.

ALLOCATION OF RISK

Many risks potentially affect GEOTECHNICAL ENGINEER by virtue of entering into this AGREEMENT to perform construction monitoring and testing services on behalf of CLIENT. The principal risk is the potential for human error by GEOTECHNICAL ENGINEER. For CLIENT to obtain the benefit of a fee which includes a nominal allowance for dealing with GEOTECHNICAL ENGINEER'S liability, CLIENT agrees to limit GEOTECHNICAL ENGINEER's liability to CLIENT and to all other parties for claims arising out of GEOTECHNICAL ENGINEER's performance of the services described in this AGREEMENT.

The total cumulative liability of GEOTECHNICAL ENGINEER, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "GEOTECHNICAL ENGINEER ENTITIES"), to CLIENT arising from services under this AGREEMENT, will not exceed the gross compensation received by GEOTECHNICAL ENGINEER under this AGREEMENT or \$50,000, whichever is greater; provided, however, that such liability is further limited as described below. This limitation applies to all lawsuits, claims or actions that allege errors or omissions in GEOTECHNICAL ENGINEERS's services, whether alleged to arise in tort, contract, warranty, or other legal theory.

Subject to the provisions and limitations of this AGREEMENT, GEOTECHNICAL ENGINEER agrees to indemnify and hold harmless CLIENT, its shareholders, officers, directors, employees, and agents from and against any

and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and costs of defense), or other losses (collectively "Losses") to the extent caused by GEOTECHNICAL ENGINEER's negligent performance of its services under this AGREEMENT.

CLIENT will indemnify and hold harmless GEOTECHNICAL ENGINEER ENTITIES from and against any and all losses to the extent caused by the negligence of CLIENT, its employees, agents and contractors. In addition, except to the extent caused by GEOTECHNICAL ENGINEER's sole negligence, CLIENT expressly agrees to defend, indemnify and hold harmless GEOTECHNICAL ENGINEER ENTITIES from and against any and all losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of hazardous materials, or the exposure of any person to hazardous materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to hazardous materials.

Neither CLIENT nor GEOTECHNICAL ENGINEER will be liable to the other for special, consequential, incidental or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost or capital, or claims of the other party and/or its customers.

The indemnity obligations and the limitations of liability established under this AGREEMENT will survive the expiration or termination of this AGREEMENT. If GEOTECHNICAL ENGINEER provides services to CLIENT that the parties do not confirm through execution of an amendment to this AGREEMENT, the obligations of the parties to indemnify each other and the limitations on liability established under this AGREEMENT apply to such services as if the parties had executed an amendment.

INSURANCE

GEOTECHNICAL ENGINEER represents that it and its agents, staff and consultants employed by it is and are protected by worker's compensation insurance and that we have such coverage under public liability and property damage insurance policies which we deem to be adequate. Certificates for all such policies of insurance shall be provided to CLIENT upon request in writing. Within the limits and conditions of such insurance, GEOTECHNICAL ENGINEER agrees to indemnify and save CLIENT harmless from and against any loss, damage or liability arising from any negligent acts by GEOTECHNICAL ENGINEER, its agents, staff and consultants employed by GEOTECHNICAL ENGINEER. GEOTECHNICAL ENGINEER shall not be responsible for any loss, damage, or liability arising from any acts by CLIENT, its agents, staff and other consultants employed by CLIENT. A sample certificate of insurance follows this contract. Please advise if there are any additional requirements.

OWNERSHIP OF DOCUMENTS

All reports, field data, field notes, laboratory test data, calculations, and other documents prepared by GEOTECHNICAL ENGINEER, as instruments of service, shall remain the property of GEOTECHNICAL ENGINEER. CLIENT agrees that all reports and other work furnished to the CLIENT or its agents, which is not paid for, will be returned upon demand and will not be used by the CLIENT or its agents for any purpose whatever. GEOTECHNICAL ENGINEER will retain all pertinent records relating to the services performed for a period of five years following

submission of GEOTECHNICAL ENGINEER's reports, during which period the records will be made available to the CLIENT at all reasonable times.

ASSIGNMENT AND SUBCONTRACTS

Neither party shall assign this AGREEMENT, or any part thereof, without the written consent of the other party, except an assignment of proceeds for financing purposes. GEOTECHNICAL ENGINEER may subcontract for the services of others without obtaining CLIENT's consent where GEOTECHNICAL ENGINEER deems it necessary or desirable to have others perform certain Services.

GOVERNING LAW AND SURVIVAL

The law of the State of Mississippi will govern the validity of these TERMS, their interpretations and performance.

If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of the AGREEMENT for any cause.

The parties have read the foregoing, understand completely the terms, and willingly enter into this AGREEMENT which will become effective on the date signed below by CLIENT.

CITY OF GULFPORT _____
Client

Signature

Typed or Printed Name/Title

Date

Burns Cooley Dennis, Inc.
Geotechnical Engineer

Signature

R. C. Ahlrich, Ph.D., P.E., Vice President
Typed or Printed Name/Title

December 27, 2022
Date

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE LEASE AGREEMENT BETWEEN THE CITY OF GULFPORT AND SOUTH MISSISSIPPI BUSINESS MACHINES OF GULFPORT, INC., CONCERNING COPIER/PRINTER RENTAL AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to enter into a Lease Agreement with South Mississippi Business Machines of Gulfport, Inc. (“SMBM”), for the servicing of a printer/copier in the Police Department which is attached hereto as Exhibit “A”; and

WHEREAS, the Council finds it is in the best interest of the City to approve the Lease Agreement concerning the required copy machines as found in Exhibit “A” hereto.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the Lease Agreement concerning the rental of a printer/copier for the Code Enforcement be and the same is hereby approved in substantially the same form as attached hereto as Exhibit “A” hereto; and the Mayor is, hereby, authorized to execute the same on behalf of the City of Gulfport.

SECTION 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the Governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2023.

APPROVED:

MAYOR



**PURCHASING
DEPARTMENT**

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5705
Fax: 228-868-0223

William H. Hardy Building
1410 24th Ave. 2nd Floor
Gulfport, MS 39501

MEMORANDUM

To: City Councilmembers
Mayor Billy Hewes

From: Jessica Versiga, Purchasing Agent

Date: January 5, 2023

RE: South Mississippi Business Machines
Police Department Contract

The Police Department has requested a change in two machines under their current contract. Attached is a memo from SMBM as well the contract for your review.

Thank you for your consideration.

January 5, 2023

City of Gulfport
Police Operations Bureau & Chiefs Office
2220 15th Street
Gulfport, MS 39501

Attention: Clay/Jessica

South Mississippi Business Machines will pick up and cancel contract on machines ID# 14460 M3551 B&W copier and ID# 14462 M3551 B&W copier at \$96.00 each per month.

SMBM will replace both copiers with 2 equal BP-50C31 color copiers for \$112.00 each per month for 48 months.

If I can be of further assistance, please feel free to call me at
(228) 697-0650.

Sincerely,



Travis Cuevas
General Manager

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between City of Gulfport (hereinafter referred to as Customer), and SMBM of Gulfport (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the Customer. These payments shall be deposited into the bank account of the Vendor's choice. The Customer, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. The Vendor understands and agrees that the Customer is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor: SMBM of Gulfport

For the Customer: City of Gulfport

Name Travis Cuevas
Title General Manager
Address PO Box 697, Gpt, MS
City, State, & Zip Code 39502

Name Billy Hewes
Title Mayor
Address PO Box 1780, Gpt. MS
City, State, & Zip Code 39502

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. **RECORD RETENTION AND ACCESS TO RECORDS:** The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. **EXTRAORDINARY CIRCUMSTANCES:** If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. **TERMINATION:** This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. **MODIFICATION OR RENEGOTIATION:** This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. **WARRANTIES:** Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. **E-VERIFY COMPLIANCE:** If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. **HARD DRIVE SECURITY:** Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. **TRANSPARENCY:** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

31. **COMPLIANCE WITH LAWS:** The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

Revised Date: February 2014

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the 4th day of January, 2023.

Vendor: SMBM of Gpt

By: Travis Cuevas
Authorized Signature

Printed Name: Travis Cuevas

Title: General Manager

Witness my signature this the _____ day of _____, 20____.

Customer: City of Gulfport

By: _____
Authorized Signature

Printed Name: Billy Hewes

Title: Mayor

Revised Date: February 2014

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

Vendor Company Name: SMBM of Gulfport

Customer Agency Name: City of Gulfport

Bill to Address: P O Box 1780
Gulfport, MS 39502

Ship to Address: Police Operations
2220 15th St, Gulfport, MS 39501

Description of Equipment, Software, or Services

Price

(2) Sharp BP-50C31 Color Copiers

\$112.00 ea per mth

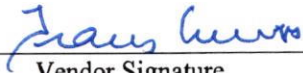
Delivery Schedule and Installation Date:

Rental Term: (Number of Months) 48

Start Date: 1/1/2023

End Date: 1/1/2027

Modifications: _____



Vendor Signature

Customer Signature

**BILL TO:**SHIP TO:POC EMAIL ADDRESS:

TERMS: 48 Months @ 112.00 Per Month

SMBM retains full ownership of the above stated equipment until purchase price is paid in full. If Buyer fails to uphold the above agreement, Buyer will be liable for full payment plus legal fees and any other cost incurred in the enforcement of this binding contract. A 10% Restocking fee will be applied on all returned equipment.

Buyer/Lessor/Rentor is responsible for providing insurance against loss or damage to the equipment while located on their property. Any expense due to loss or damage not covered by insurance will be the sole responsibility of the buyer.

EXCEPTIONS:

TRADE-IN	
EQUIP. TOTAL	112.00
STATE TAX	0
TOTAL	112.00
DOWN PYMT.	0
BALANCE DUE	112.00

EQUIPMENT INVOICE

*1.5% PER MONTH

LATE CHARGES ON ALL

PAST DUE ACCOUNTS

RECEIVED BY

DATE _____

AUTHORIZED SIGNATURE

DATE _____



SMBM SOUTH MISSISSIPPI BUSINESS MACHINES

THE FUTURE OF BUSINESS IS HERE.

PO Box 697 · Gulfport, MS. 39502 · Tel: 228-864-4845 · Fax: 228-868-9546 · Email: contracts@smbm.net

SERVICE AGREEMENT

Account # _____ Customer Name _____
Contract # MC _____ Address or Location _____
Install Date _____ City, State, Zip _____ Phone # _____

Our Full Service Agreement has been designed to insure a longer and more productive life for your equipment. This agreement is designed to prevent untimely and costly breakdowns and maintain the highest print quality available. We will provide quality factory trained technicians as well as the highest quality parts and supplies for your equipment.

Machine ID _____ Model # _____ SN # _____ B/W Meter _____ Color Meter _____
Location/Department Name _____ Phone _____
POC _____ Email Address _____

Machine ID _____ Model # _____ SN # _____ B/W Meter _____ Color Meter _____
Location/Department Name _____ Phone _____
POC _____ Email Address _____

Machine ID _____ Model # _____ SN # _____ B/W Meter _____ Color Meter _____
Location/Department Name _____ Phone _____
POC _____ Email Address _____

Machine ID _____ Model # _____ SN # _____ B/W Meter _____ Color Meter _____
Location/Department Name _____ Phone _____
POC _____ Email Address _____

Beginning Date _____ Contract Type: _____ Monthly _____ Quarterly _____ Semi-Annually _____ Annually

Black Base Rate \$ _____ Copy Allowance _____ Overage Rate _____ CPC Rate _____

Color Base Rate \$ _____ Copy Allowance _____ Overage Rate _____ CPC Rate _____

Exceptions to this Agreement: _____

Signature _____ Title _____ Date _____

Printed Name _____ Purchase Order # _____

Network Base Rate \$ _____

_____ I accept the terms and conditions of this agreement, as written.

_____ I decline this agreement. I understand I will be charged for ALL connectivity calls after a period of 14 days from initial install. The current standard rate is \$70.00 per hour (subject to change without notice).

**BILL TO:**SHIP TO:

POC EMAIL ADDRESS:	TRADE-IN	
TERMS: 48 Months @ 112.00 Per Month	EQUIP. TOTAL	112.00
	STATE TAX	0
SMBM retains full ownership of the above stated equipment until purchase price is paid in full. If Buyer fails to uphold the above agreement, Buyer will be liable for full payment plus legal fees and any other cost incurred in the enforcement of this binding contract. A 10% Restocking fee will be applied on all returned equipment. Buyer/Leasor/Rentor is responsible for providing insurance against loss or damage to the equipment while located on their property. Any expense due to loss or damage not covered by insurance will be the sole responsibility of the buyer.	TOTAL	112.00
	DOWN PYMT.	0
	BALANCE DUE	112.00
	EQUIPMENT INVOICE	
EXCEPTIONS:	*1.5% PER MONTH LATE CHARGES ON ALL PAST DUE ACCOUNTS	

DATE _____



SMBM SOUTH MISSISSIPPI BUSINESS MACHINES

THE FUTURE OF BUSINESS IS HERE.

PO Box 697 · Gulfport, MS. 39502 · Tel: 228-864-4845 · Fax: 228-868-9546 · Email: contracts@smbm.net

SERVICE AGREEMENT

Account # _____ Customer Name _____

Contract # MC _____ Address or Location _____

Install Date _____ City, State, Zip _____ Phone # _____

Our Full Service Agreement has been designed to insure a longer and more productive life for your equipment. This agreement is designed to prevent untimely and costly breakdowns and maintain the highest print quality available. We will provide quality factory trained technicians as well as the highest quality parts and supplies for your equipment.

Machine ID _____ Model # _____ SN # _____ B/W Meter _____ Color Meter _____

Location/Department Name _____ Phone _____

POC _____ Email Address _____

Machine ID _____ Model # _____ SN # _____ B/W Meter _____ Color Meter _____

Location/Department Name _____ Phone _____

POC _____ Email Address _____

Machine ID _____ Model # _____ SN # _____ B/W Meter _____ Color Meter _____

Location/Department Name _____ Phone _____

POC _____ Email Address _____

Machine ID _____ Model # _____ SN # _____ B/W Meter _____ Color Meter _____

Location/Department Name _____ Phone _____

POC _____ Email Address _____

Beginning Date _____ Contract Type: _____ Monthly _____ Quarterly _____ Semi-Annually _____ Annually

Black Base Rate \$ _____ Copy Allowance _____ Overage Rate _____ CPC Rate _____

Color Base Rate \$ _____ Copy Allowance _____ Overage Rate _____ CPC Rate _____

Exceptions to this Agreement: _____

Signature _____ Title _____ Date _____

Printed Name _____ Purchase Order # _____

Network Base Rate \$ _____

_____ I accept the terms and conditions of this agreement, as written.

_____ I decline this agreement. I understand I will be charged for ALL connectivity calls after a period of 14 days from initial install. The current standard rate is \$70.00 per hour (subject to change without notice).

FUTRHRO TRAINING©

Tax ID # 87-3622943

644 Sycamore St.

Bay St. Louis, MS 39520

1-228-342-5496

Email: Futrhrotraining@gmail.com

To whom it may concern,

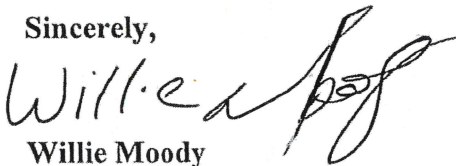
Along the Mississippi Gulf Coast, there's nothing more important than fostering a positive environment for our young men.

FUTRHRO TRAINING© provide local elementary to college students a safe place to get physically active by training for football, make connections with their peers and the opportunity for mentorship.

On March 11, 2023, our organization would like to host a free football camp for kids ages 5 to 17 years of age at the Herbert Wilson Greenspace. It will be held from 9:00 am to 1:00 pm. A free lunch will be provided to each participant.

Please consider approving this event in order for our organization to reach out to the children of the Gulfport community. If you have any questions or concerns, please do not hesitate to contact me at 228-342-5496.

Sincerely,



Willie Moody

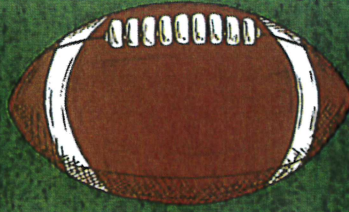
FUTRHRO TRAINING© Founder and President

Board Members/ Coaches:

President: Willie Moody

Vice President: Dwayne Antoine

Chairman: Thomas Antoine



FUTRHRO TRAINING FOOTBALL TRAINING CAMP

FREE ! YOUTH AGES
6 - 17

MARCH 11TH | 10 AM - 1 PM

LOCATION:

**HERBERT WILSON RECREATION CENTER
3225 HANCOCK AVE, GULFPORT, MS 39507**



ONLINE REGISTRATION | JAN. 16 - FEB. 13

CAMP REGISTRATION | 9 AM - 10 AM

LINK FOR FUTRHRO TRAINING APPLICATION HERE:

[HTTPS://TRAININGFUTRHRO.WEEBLY.COM](https://trainingfutrthro.weebly.com)

QUESTIONS? CONTACT US:

WILLIE MOODY: 228-216-9471

DWAYNE ANTOINE: 228-254-6208

THOMAS ANTOINE: 228-493-5093

FUTRHROTRAINING@GMAIL.COM



FUTRHRO TRAINING



Leave it all on the Field

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE MEMORANDUM OF UNDERSTANDING WITH FUTRHRO TRAINING COMPANY,, AND FOR RELATED PURPOSES

WHEREAS, Futrhro Training Company (Futrhro) has arranged with the City (Department of Leisure Services) to conduct a free football training camp on the green space in front of the Herbert Wilson Recreation Center on March 11, 2023, and

WHEREAS, as a benefit to the public and, in particular, a benefit to the citizens of Gulfport, the City of Gulfport desires to allow Futrhro to use the said park area in front of Herbert Wilson Recreation Center according to the terms and provisions of a Memorandum of Understanding between the City and Futrhro attached hereto as Exhibit “A”, pursuant to which Futrhro agrees to hold the City harmless and defend the City as set forth therein and will agree to repair any damage to City property that is caused as a result of their use of the said City property; and

WHEREAS, Futrhro’s use of the said property is contingent upon execution of the proposed Memorandum of Understanding which is attached as **Exhibit “A”** for your review and consideration.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the Memorandum of Understanding be and it is hereby approved in substantially the same form as is found in **Exhibit “A”** to this resolution and found to be in the best interests of the City of Gulfport, and the Mayor is, hereby, authorized to execute the same on behalf of the City of Gulfport.

Section 3. That this Resolution shall be in effect immediately upon its passage and enactment according to law, and shall be spread upon the minutes of the Gulfport City Council.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

F. B. "RUSTY" WALKER, PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2023.

APPROVED:

BILLY HEWES, MAYOR

MEMORANDUM OF UNDERSTANDING

FUTRHRO TRAINING COMPANY & City of Gulfport

WHEREAS, Futrhro Training Company (Futrhro) has arranged with the City (Department of Leisure Services) to conduct a free football training camp on the green space in front of the Herbert Wilson Recreation Center, and

WHEREAS, as a benefit to the public and, in particular, a benefit to the citizens of Gulfport, the City of Gulfport desires to allow Futrhro to use the said park area in front of Herbert Wilson Recreation Center according to the terms and provisions of a Memorandum of Understanding between the City and Futrhro, as follows.

NOW THEREFORE, the parties, for the mutual considerations contained herein, agree to the following:

1. This Memorandum of Understanding ("MOU") is between the City of Gulfport ("the City") and Mississippi Power Company ("FUTRHRO") and is intended to generally describe the provision of a space for the Futrhro Training Company for a free football training camp on or about March 11, 2023, in the greens park space in front of Herbert Wilson Recreation Center.
2. This MOU is not intended by itself to create any legal duties or obligations on either party that do not or would not otherwise exist by law, contract, or interactions between or among the parties outside of this MOU.
3. The City agrees to provide access to Futrhro to and use of the green park space in front of Herbert Wilson Recreation Center on March 11, 2023, for the aforementioned football training camp.
4. With respect to this MOU, it is understood the City is not an agent or representative of Futrhro and FUTRHRO is not an agent or representative of the City. Nothing in this MOU is intended to grant or create any rights or provide any benefits to any third party that would otherwise not exist but for this MOU. Also, no joint venture and no independent or new association, partnership, or entity is created by this MOU. It is further understood and agreed that actions of the parties in connection with this MOU are those taken as independent contractors and not as employees, agents, or partners of the other party; that neither party waives any immunities afforded to them or to which they may be entitled by law or otherwise; and that this MOU does not usurp, abrogate, or limit any discretionary or statutory authorities of either party. Each party to this MOU shall be responsible for its own acts and/or omissions and those of its agents, servants, and employees.
5. FUTRHRO agrees to hold harmless and defend the City, its agents, successors, officers, employees and assigns, from any and all liability of any kind whatsoever for any personal injury or damages to any property only on account of the actions or inactions of FUTRHRO, its agents, successors, employees and assigns or arising out of FUTRHRO's use of the City's property. It is specifically understood and agreed that FUTRHRO's obligation to hold harmless and defend the City is limited to the period of time during which FUTRHRO is on or using all, or a part of, the City's property (i.e., the green space/park in front of Herbert Wilson Recreation Center).
6. It is further specifically understood and agreed that FUTRHROs hold harmless and defense obligation does not extend to, or will in any way compensate, any of the City's loss of revenue, income, profits or any other consequential damages incurred by the City arising from, in connection with or resulting from FUTRHRO's use of the City's property. It is the intent of this agreement to only hold harmless and defend the City for personal injury and property damage in the scope detailed above.

7. FUTRHRO further agrees to repair any damages to the City's property caused by FUTRHRO, its agents, successors, employees or assigns arising out of FUTRHRO's presence on or use of the City's property.
8. Notwithstanding anything in the foregoing, FUTRHRO understands that the City makes **no** assurances or promises that the space FUTRHRO seeks to use (i.e., the green space/park in front of Herbert Wilson Recreation Center) is suitable for a training camp of this nature, that is playable and/or that it is free of defective or dangerous conditions and that FUTRHRO further understands that it will be solely responsible for any injuries arising out of use of that location by FUTRHRO.

FUTRHRO TRAINING COMPANY

BY: _____
Signature Date
Name/Title

CITY OF GULFPORT, MISSISSIPPI

BY: _____
Signature Date
BILLY HEWES, MAYOR

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE MEMORANDUM OF UNDERSTANDING WITH THE BOYS & GIRLS CLUB OF THE GULF COAST, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport owns improved real property located on 19th Street, more specifically, the 19th Street Community Center which is hereinafter identified as “the premises”, in the City of Gulfport, Mississippi, and desires to offer out of school support, diverse enrichment activities and affordable and flexible afterschool care that is accessible and accommodating for all families in the area of the premises; and

WHEREAS, the Boys & Girls Club of the Gulf Coast (hereinafter, “BGC GC”) has successfully provided such services at the premises, in the City of Gulfport; and

WHEREAS, the BGC GC, which also provides programming, activities and services for 780 boys and girls at its Forest Heights Center in Gulfport in addition to the current offerings at the 19th Street Community Center, has expressed an interest in continuing to provide similar programming for children in our community, in particular, children in The Quarters, Magnolia Grove, Gaston Point and Soria City, and has indicated that the 19th Street Community Center remains an acceptable location for the said services; and

WHEREAS, due to staffing issues, City’s 19th Street Community Center is presently unmanned and provision of these services will open the center to neighborhood children which, otherwise, would not be able to use the premises on a regular basis; and

WHEREAS, the City believes that entry into the proposed Memorandum of Understanding with the BGC GC, (See proposed Memorandum of Understanding attached hereto as Exhibit “A”), in support of a social and community service program such as that contemplated by *Miss. Code Ann.* § 21-19-65 and offered by the BGC GC (child care facilities) is in the best interest of the City of Gulfport.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF
THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:**

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the proposed Memorandum of Understanding with the Boys & Girls Club of the Gulf Coast, as attached hereto as Exhibit "A" be, and it is hereby approved, and the Mayor is hereby authorized to sign and execute and deliver said Memorandum of Understanding on behalf of the City of Gulfport, Mississippi.

Section 4. That this Resolution be, and it is hereby ordered to be spread on the minutes of the Governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and ready by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2023.

MAYOR

STATE OF MISSISSIPPI

COUNTY OF HARRISON

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING entered into and executed in the City of Gulfport, Mississippi, on the dates hereinafter set forth by and between the CITY OF GULFPORT, MISSISSIPPI, also hereinafter referred to as “City”, and BOYS & GIRLS CLUB OF THE GULF COAST, also hereinafter referred to as “BGCGC” for the purposes, and on the terms and conditions, and under the authority hereinafter set forth:

WITNESSETH THAT:

WHEREAS, the City of Gulfport owns improved real property located on 19th Street, more specifically, the 19th Street Community Center which is hereinafter identified as “the premises”, in the City of Gulfport, Mississippi, and desires to offer out of school support, diverse enrichment activities and affordable and flexible afterschool care that is accessible and accommodating for all families in the area of the premises; and

WHEREAS, the Boys & Girls Club of the Gulf Coast (hereinafter, “BGCGC”) has heretofore successfully provided such services at the premises, in the City of Gulfport; and

WHEREAS, the BGCGC, which also provides programming, activities and services for 780 boys and girls at its Forest Heights Center in Gulfport in addition to the current offerings at the 19th Street Community Center, has expressed an interest in continuing to provide similar programming for children in our community, in particular, children in The Quarters, Magnolia Grove, Gaston Point and Soria City, and has indicated that the 19th Street Community Center remains an acceptable location for the said services; and

WHEREAS, due to staffing issues, City's 19th Street Community Center is presently unmanned by city personnel and provision of these services will open the center to neighborhood children which, otherwise, would not be able to use the premises on a regular basis; and

WHEREAS, the City believes that entry into the proposed Memorandum of Understanding with the BGCGC, to provide a needed social and community service program such as that contemplated by *Miss. Code Ann.* § 21-19-65 and offered by the BGCGC (child care facilities), is in the best interest of the City of Gulfport.

NOW THEREFORE, for the purpose hereinabove recited, and, if needed, pursuant to authority granted under *Miss. Code Ann.* § 21-17-1(8) and § 21-19-67, the City of Gulfport does hereby agree to the provision, by the BGCGC, of community service programs as otherwise set forth herein at the real property described and shown in Exhibit "A" hereto (hereinafter, "the Premises") and for the provision by the BOYS & GIRLS CLUB OF THE GULF COAST of a center for afterschool and out of school programs, services and activities for school aged children. Accordingly, the parties covenant and agree as follows, to wit:

1. Term. The term of the Memorandum of Understanding shall be for a period commencing January 22, 2023, and ending at midnight on June 30, 2025, unless sooner terminated as hereinafter provided. Upon and after expiration of the term, the MOU shall continue on a month to month basis until such time as it is terminated by either party upon thirty (30) days written notice to the other party or extended according to terms then mutually acceptable to the parties and agreed to in writing.

2. Early termination. This MOU may be terminated, prior to its expiration, upon the following conditions or occurrences:

- a.** Mutual termination. Where the parties mutually agree, in writing, to terminate the MOU, it may be terminated as of a date agreed to by the parties.
- b.** BGCGC may terminate this MOU at any time upon sixty (60) days notice.
- c.** City may terminate this MOU at any time upon sixty (60) days notice.
- d.** For cause. The City may terminate this MOU and retake possession of the premises by giving BGCGC written notice of termination and to surrender the premises for any of the following reasons:

- i. BGCGC ceases to provide the following services to the City: operate a center for afterschool and out of school programs, services and activities for school aged children at the Premises and the cessation of said use continues for a period of thirty (30) days or more after being presented with the written notice of termination by the City.
 - ii. BGCGC is in default of any condition of this MOU, and said default is not cured within thirty (30) days after being presented with the written notice of termination by the City in which the reason for default is specified.
- e. This Agreement shall be subject to reasonable force majeure events.

3. Fees. BGCGC agrees to provide “the services” (i.e., the operation of a center for afterschool and out of school programs, services and activities for school aged children at the Premises) contemplated by this MOU at no cost to the City in return for being able to charge reasonable “membership fees” to those participating in the services.

Should this MOU result in any taxes, including ad valorem taxes, being assessed to BGCGC with respect to the Premises by any appropriate and duly authorized taxing authority, BGCGC shall be solely responsible for the payment of the same.

4. Maintenance. BGCGC shall maintain the premises in suitable condition for the provision of the services and ensure that, at the end of the term of the MOU, the premises are in a clean and sanitary condition, and in a good state of repair, normal wear and tear excepted. BGCGC shall properly dispose of all garbage and trash, and shall notify the City of Gulfport of any apparent structural hazard or dangerous condition existing within or without the facility. BGCGC shall supervise the assembly of patrons/persons in the Premises, and shall not allow more persons within the facility than are allowed by state and local laws, ordinances, and fire codes, and shall take immediate precaution and security measures to avoid imminent danger to life and health. City shall provide grounds maintenance (mow, edge and blow) for the Premises. City shall have the right to enter the premises at any time. BGCGC alone shall ensure compliance with all applicable laws, statutes, ordinances and regulations governing the operations that will be undertaken on the premises as a part of the provision of the services contemplated herein.

5. Improvements and Use. BGCGC shall not make any improvements to the premises during the term of the MOU except as may be approved by the City, in writing, with such approval not to be unreasonably withheld. BGCGC shall make the premises available for use by the City, free of charge, within reason and where scheduling permits, for municipal events, including, but not limited to, elections. While BGCGC and its students may use the outdoor amenities in the area surrounding the building which is the subject of this MOU (basketball court, baseball field, playground, splash pad, etc), it is understood that this MOU does not grant to BGCGC *exclusive* use thereof or of the premises.

6. Utilities. BGCGC shall pay cost of use for electricity, water and gas and all other utility costs and fees, including, but not limited to, alarm monitoring, and any communication lines at the premises.

7. Insurance. BGCGC shall maintain liability insurance coverage which applies to BGCGC's activities, business, and other functions, on the premises, including general liability insurance, with a minimum policy limits of \$1 million dollars to cover all activities, business and functions of BGCGC at the premises. BGCGC shall maintain workers compensation insurance, if required by law, and/or employees liability insurance, to the extent that it utilizes paid employees on or within the premises, and any and all other insurance it deems advisable or necessary for its property, employees, business, activities, and any liabilities and shall provide for the City of Gulfport as an additional named insured on all BGCGC's policies. BGCGC shall inform and notify City in writing within fourteen (14) days of any claims of liability resulting from the use of the premises. BGCGC shall provide proof of coverage. Within thirty (30) days of annual expiration of BGCGC's insurance policy(ies), BGCGC shall provide City with proof of renewal or proof of coverage by a different carrier.

8. Indemnity. To the extent allowed by law, the BOYS & GIRLS CLUB OF THE GULF COAST, and its agents, servants, employees, and representatives agree to fully defend, indemnify, and hold harmless the City and its employees, agents, and officials with respect to and from and against any and all claims, demands, causes of actions, damages, injuries, fees, expenses, penalties, lawsuits, judgments, and orders, including, without limitation, attorneys' fees, which in any way arise out of or relate to any acts of omission or commission of or attributed to the BOYS & GIRLS CLUB OF THE GULF COAST, and/or its agents, servants, employees, visitors, invites, guests, and representatives, including, but not limited to, those asserted as negligent, gross negligent, and/or intentional. Only to the extent that the City is authorized by the laws of the State of Mississippi, and without waiving any constitutional, statutory, or common law defenses, immunities, or exemptions from liability, including, but not limited to, those set forth in Miss. Code Ann. § 11-46-9(1) (Rev. 2001), the City agrees to defend, indemnify, and hold harmless the BOYS & GIRLS CLUB OF THE GULF COAST, with respect to or from and against all claims, demands, causes of actions, lawsuits, judgments, and orders arising out of or as a result of negligent acts or omissions of the City in relation to this MOU.

9. Notice. Any official written notices required to be given under this MOU shall be hand delivered or mailed by U.S. Mail to the following:

City:

City of Gulfport
Attention: Mayor
2309 15th Street
Gulfport, Mississippi 39501

With a copy to:

City of Gulfport
 Attn: City Attorney's Office
 2309 15th Street
 Gulfport, MS 39501

BGCGC:
 Boys & Girls Club of the Gulf Coast
 Attn: Keva Scott
 P.O. Box 2804
 Gulfport, MS 39505

Also, for unofficial notices, and requests, BGCGC may notify City by contacting the Office of the Chief Administrative Officer, telephone number 868-5770.

10. Nondiscrimination. City and BGCGC agree not to discriminate because of race, color, religion, sex, age, national origin, disability, or status as a Vietnam Veteran, as defined and prohibited by applicable law, and that they will operate as Equal Opportunity Employers in compliance with applicable federal, state and local laws, ordinances, and regulations.

11. Severability. If any word, clause, sentence, paragraph, condition, provision, or term of this MOU is or hereafter becomes legally unenforceable, the same shall be severed from this MOU, and all remaining provisions of this MOU shall be unaffected, and shall be interpreted in accordance with the express written intention of this MOU..

12. Non-Waiver. In the event City fails to enforce any provision of this MOU, it shall not thereby be construed to waive its right of enforcement thereof at some later time.

13. Amendment. This MOU may be amended only by written instrument approved by City and BGCGC. Amendments hereto shall be effective as of the date of passage by the municipal governing authority.

14. Entire Agreement. This MOU constitutes the entire agreement between City and BGCGC relating to the use of the Premises and no prior written or oral covenants or representations relating thereto and not set forth herein shall be binding on either party hereto. This MOU supersedes any covenant appurtenant to or involving the Premises or the property on which it is located.

15. Authority and Guarantee. The Undersigned represent that they have full power and authority to enter into this MOU on behalf of the City and BGCGC and that they enter into this MOU, on behalf of said entities, with full knowledge and understanding of the terms and conditions contained herein.

IN WITNESS WHEREOF as duly authorized:

City:

CITY OF GULFPORT, MISSISSIPPI

By: _____
Billy Hewes, Mayor

Attest: _____
Rashida Bell, Clerk

Dated: _____, 2023

BGCGC:

BOYS & GIRLS CLUB OF THE GULF COAST

By: _____
Keva Scott, Chief Executive Officer

Dated: _____, 2023

By: _____
Carlos Bell, Board Chairman

Dated: _____, 2023

Exhibit "A"

The Building located in Block 118 of Original Gulfport which is commonly referred to as the 19th Street Community Center according to the terms of this MOU and reasonable use of the area north of the building for building access. Other than as stated herein, the grounds and outdoor amenities surrounding the aforementioned Building are specifically NOT included in the Premises.

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2023, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
TO APPROVE FIFTH AMENDMENT TO LICENSE AGREEMENT BETWEEN
UTILITY SERVICE COMMUNICATIONS CO., INC (LICENSOR) AND CELLULAR
SOUTH REAL ESTATE, INC., (LICENSEE) ALLOWING FOR REPLACEMENT OF
CERTAIN AND VARIOUS PIECES OF EQUIPMENT ON GULFPORT’S WATER
TANK LOCATED ON 26TH AVENUE, AND FOR RELATED PURPOSES**

WHEREAS, Cellular South Real Estate, Inc., (“Cellular South” or “Licensee”) has contracted, via a License Agreement, with **Utility Service Communications Co., Inc.,** City of Gulfport’s water tank management and communications marketing agent (**“Licensor”**), for a license to install, maintain and operate certain radio communications equipment on a tank site located at 1801 26th Avenue, Gulfport, MS (Gaston Hewes Water Tower); and

WHEREAS, Licensor and Licensee desire to modify and amend the aforementioned License Agreement; and

WHEREAS, Licensee desires to remove six (6) tri/diplexers and three (3) antennas, and add six (6) diplexers, three (3) RRH, three (3) raycaps, three (3) antennas and one (1) 1.54” hybrid cable; and

WHEREAS, the Site Fee will increase from \$4,775.00 to \$5,386.00 upon approval of this Amendment.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the Mayor and City Council hereby officially approve the Fifth Amendment to License Agreement in substantially the form annexed hereto as **Exhibit “A”**, between the Licensor and Licensee, **Cellular South Real Estate, Inc.,,** and do hereby authorize the Mayor to sign and execute the Fifth Amendment to License Agreement (and all counterparts thereof) for official approval in behalf of the City of Gulfport, Mississippi.

SECTION 3. That this resolution shall be spread upon the Minutes of the Gulfport City Council, and shall be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2023.

MAYOR



FINAL 12-1-22

Tank Owner: City of Gulfport
Tank Location: 1801 26th Avenue
Gulfport, MS 39507
Licensor Project No.: 126674
Licensee Name: Cellular South Real Estate, Inc.
Licensee Site Name: Gaston Hewes WT
Licensee Site ID: MS 1059

Fifth Amendment to License Agreement

THIS FIFTH AMENDMENT TO LICENSE AGREEMENT ("Fifth Amendment") is made as of this _____ day of _____, 2022, between Utility Service Communications Co., Inc., a part of SUEZ, a Georgia Corporation, whose business address is P.O. Box 1350, 535 Courtney Hodges Blvd., Perry, Georgia 31069 (herein referred to as the "Licensor" or "Company"), The City of Gulfport, whose business address is 2309 15th Street, Gulfport, MS 39501 (herein referred to as the "Tank Owner") and Cellular South Real Estate, Inc., a Mississippi corporation, whose business address is 1018 Highland Colony Parkway, Suite 330, Ridgeland, Mississippi 39157 (herein referred to as the "Licensee").

W I T N E S S E T H

WHEREAS, Licensor, Tank Owner and Licensee entered into a License Agreement dated May 2, 2006 ("Agreement"), a First Amendment dated June 20, 2012 ("First Amendment"), a Second Amendment dated May 4, 2016 ("Second Amendment"), a Third Amendment dated August 8, 2017 ("Third Amendment") and a Fourth Amendment dated January 6, 2021 ("Fourth Amendment") whereby Licensor granted Licensee permission to install, maintain and operate certain radio communications Equipment ("Equipment") on a Tank Site located at 1801 26th Avenue, Gulfport, MS 39507.

WHEREAS, Licensor, Tank Owner and Licensee desire to modify and amend the Agreement and/or any previous Amendments as set forth herein.

WHEREAS, Licensee desires to remove six (6) tri/diplexers and three (3) antennas. Add six (6) diplexers, three (3) RRH, three (3) raycaps, three (3) antennas and one (1) 1.54" hybrid cable.

WHEREAS, Licensee, PRIOR TO ANY MODIFICATIONS TO THE SITE must provide to Licensors all licenses, permits and any other required documentation; *however*, if said documents are not obtainable prior to the execution of this Fifth Amendment, Licensee must submit said documentation to Licensors no later than three (3) days from their issuance.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Agreement, the parties hereto agree as follows:

1. Exhibit A-4 attached to the Fourth Amendment is hereby replaced with Exhibit A-5 attached.

2. Exhibit D-4 attached to the Fourth Amendment is hereby replaced with Exhibit D-5 attached.

3. Exhibit E-4 attached to the Fourth Amendment is hereby replaced with Exhibit E-5 attached.

4. The amount of the Site Fee provided for in Section 4 of the Fourth Amendment shall be amended to reflect an increase in the Site Fee to: Five Thousand Three Hundred Eighty Six and No/100 (\$5,386.00) Dollars effective the earlier of first day of the month in which the modifications commence or December 1, 2022 (New Site Fee Commencement Date), which shall be due and payable on the first day of each month. The Site Fee shall thereafter increase in accordance with the Agreement with the next scheduled increase to occur on May 1, 2023 at a rate of three percent (3%). To enable proper crediting of Licensee payments, please include the Site Name, Site Address, Licensors Project Number 126674 and Site I.D. Number on remittance to Licensors.

5. In addition to any change in the Site Fee set forth in this Fifth Amendment, Licensee shall pay to Licensors within forty-five (45) days of full execution and delivery of this Fifth Amendment a one-time non-refundable Administrative / Inspection Fee in the amount of Two thousand and no/100 (\$2,000.00) Dollars.

6. A final inspection must be completed by a representative of the Licensors. Licensee must supply advance notice to Licensors to perform inspection. Such inspection approval shall not be unreasonably withheld or delayed.

7. Section 7 of the Third Amendment shall be amended to provide for current notice requirements to Licensors or Licensee as follows:

Licensee:

Cellular South Real Estate, Inc.
1018 Highland Colony Parkway, Suite 330
Ridgeland, MS 39157
Attn: Real Estate
E-Mail: realestate@cspire.com
Phone: 601-974-7844 Cell: 769-230-7844

Licensee Accounts Payable: Please note Licensors project number 126674 on remittance

Cellular South Real Estate, Inc.
1018 Highland Colony Parkway, Suite 400
Ridgeland, MS 39157
Attn: Kathy Cate
E-Mail: kcate@cspire.com
Phone: 601-974-7173

Licensee Contact regarding Tank issues:

Dave Burchette
Phone: 251-367-6660
E-Mail: dburchette@cspire.com

If to Licensors:

Utility Service Communications Co., Inc.
Attn: Debbie Sullivan
Vice President / Director
P.O. Box 1350
535 General Courtney Hodges Blvd.
Perry, Ga. 31069
Phone: 478-987-4663
Fax: 478-987-1844

Licensors Accounts Receivable:

Utility Service Communications Co., Inc.
P.O. Box 207365
Dallas, TX 75320-7365
Please note Licensors project number 126674 on remittance.

Licensors Access Notification Requirement:

Lee Duke – Project Manager
478-988-5260 / 478-972-0762 / 478-396-0843
Or
Debbie Sullivan – VP Site Management
478-988-5255 / 770-301-1941 / 478-396-9534

8. The parties hereto expressly agree that in the event of any discrepancy or contradiction between the terms of the Agreement and/or any previous Amendments and the terms of this Fifth Amendment, full force and effect shall be given to the terms of this Fifth Amendment, and any clause, condition, restriction or other term of the Agreement and/or any previous Amendments that contradicts any term of this Fifth Amendment is hereby declared null and void. Except as herein modified, and subject to the foregoing, every provision, condition, obligation and covenant contained in the Agreement and/or any previous Amendments shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Fifth Amendment as of the date first written above.

LICENSOR:

Utility Service Communications Co., Inc.

By: Debbie Sullivan

Printed Name: Debbie Sullivan

Title: Vice President / Director

Date: 12-27-22

LICENSEE:

Cellular South Real Estate, Inc.

By: Benjamin C. Pace

Printed Name: Benjamin C. Pace

Title: Chief Financial Officer

Date: 12/20/2022

Tank Owner:

City of Gulfport

By: _____

Printed Name: _____

Title: Mayor

Date: _____

Exhibit A-5

Tank Owner: City of Gulfport
Tank Location: 1801 26th Avenue
 Gulfport, MS 39507
Licenser Project No.: 126674
Licensee Name: Cellular South Real Estate, Inc.
Licensee Site Name: Gaston Hewes WT
Licensee Site ID: MS 1059

1. Frequencies:**Existing:**

Transmit: 728-734, 734-740, 740-746, 1960-1970, 1940-1945, 880-890, 891.5-894, 2572-2602

Receive: 698-704, 704-710, 710-716, 1880-1890, 1860-1865, 835-845, 846.5-849, 2529.5-2568

New:

Transmit: 688-698, 1935-1945

Receive: 642-652, 1855-1865

2. FCC call letters: WQIZ436 / WQIZ445 / WQZR974 / WQZR975 / WREM972 / WQJU563 / KNKA618 / KNLG287 / WQBB382 / WQIW744 / WLX417 / WLX736 / WLX466 / WLX419 / WLX418

3. Type of Service: Cellular, PCS, LTEB-41, B5

4. Transmitter(s):**Existing to remain:**

Number: Two (2)

Make: Lucent / Lucent

Model: (1) Macro 4.0B / (1) 9929

Power Output:

ERP: Less than < 1000

Existing to be removed:

Number: None

New:

Number: None

5. Receiver(s):**Existing to remain:**

Number: Two (2)

Make: Lucent / Lucent

Model: (1) Macro 4.0B / (1) 9929

Existing to be removed:

Number: None

New:

Number: None

6. Diplexers(s): COMBINERS / BIAS-T

Existing to remain:

Number: None

Existing to be removed:

Number: Six (6)
 Make: Commscope
 Model: CBC7821-DF
 Type: Triplexer
 Dimensions: 7.9" x 6.9" x 2.8"
 Weight: 7.7 lbs

New:

Number: Six (6)
 Make: Commscope
 Model: CDX68T-DS-43
 Type: Diplexer
 Dimensions: 7.1" x 6.5" x 4.7"
 Weight: 11 lbs

7. Tower Mounted Amplifier(s): TMA / ODU/ RFU

Existing to remain:

Number: None

Existing to be removed:

Number: None

New:

Number: None

8. Tower Mounted Remote Radio Heads/Units: RRU / RRH/ FRIG / FXFB / FXMB

Existing to remain:

Number: Nine (9)
 Make: (3) ALU / (3) Nokia / (3) Nokia
 Model: (3) 2x40 / (3) FZHJ / (3) AHFIG
 Type: RRH
 Dimensions: 22.8"x13"x17.3" / 8.7"x17.37"x17" / 27.36"x12.13"x5.15"
 Weight: 52 lbs / 50.7 lbs / 77.2 lbs

Existing to be removed:

Number: None

New:

Number: Three (3)
 Make: Nokia
 Model: AHCA (4T4R) 850
 Type: RRH
 Dimensions: 16.8" x 12.8" x 7.4"
 Weight: 36.8

9. Remote Controlled Antenna Tilt Units: RCU / RET**Existing to remain:**

Number: None

Existing to be removed:

Number: None

New:

Number: None

10. Remote Mounted Junction / Distribution Box / COVP**Existing to remain:**

Number: Three (3)

Make: Nokia

Model: OVP

Type: 10-910069-100

Dimensions: 8.7"x5"x8"

Weight: 7.5 lbs

Existing to be removed:

Number: None

New:

Number: None

11. Surge Protector(s): Raycaps**Existing to remain:**

Number: Six (6)

Make: (2) Raycap / (4) SPU's

Model: (1) FD Series / (1) RALDC-PF-48 / (4) CD1-48-60-0-CM2

Type: Surge Protectors

Dimensions: 20.32"x18.86"x5.76 / 20.16"x18.86"x7" / 6.25"x8.25"x2.75"

Weight: 18 lbs / 13.85 lbs / 2.9 lbs

Existing to be removed:

Number: None

New:

Number: Three (3)

Make: (1) Raycap / (2) SPU's

Model: (1) RKEDC-4408-PF-48 / (2) RCSDC-5974-2-P-48

Type: Surge Protectors

Dimensions: 20.3"x18.9"x7" / 7.4"x7.88"x4.4"

Weight: 14 lbs / 2.5 lbs

12. Antenna(s):**Existing to remain:**

Number: Six (6)

Make: Commscope

Model: (3) LNX-6515DS / (3) TTTT-65AP

Type: Panel

Dimensions: 96.6"x11.9"x7.1" / 63.4"x12"x4.6"

Weight: 43.7 lbs / 33.3 lbs

Existing to be removed:

Number: Three (3)

Make: Commscope

Model: HBXX-6517 DS

Type: Panel

Dimensions: 74.9"x12"x6.5"

Weight: 40.8 lbs

New:

Number: Three (3)
Make: CellMax
Model: CMA-120825
Type: Panel
Dimensions: 96.5"x27.2"x7.7"
Weight: 104 lbs

13. Microwave(s):

Existing to remain:

Number: None

Existing to be removed:

Number: None

New:

Number: None

14. Coax:

Existing to remain:

Number: Six (6)
Make: Eupen
Model:
Size: 1 5/8"
Color: Black

Existing to be removed:

Number: None

New:

Number: None

15. Fiber / DC / RET Cable(s):

Existing to remain:

Number: Ten (10)
Make: OFS / Belden / Nokia
Model: (2) Fiber / (2) Power / (3) DC Power / (3) Fiber Cable
Size: 0.28" / 1.19" / 0.95" / 0.66"
Color: Black

Existing to be removed:

Number: None

New:

Number: One (1)
Make: Eupen
Model: Hybrid Cable
Size: 1.54"

16. Generator:

Existing to Remain:

Number: One (1)
Make: Taylor
Model: DS25
Size: 20kw

Existing to be removed:

Number: None

New:

Number: None

17. Fuel Tank:

Existing to Remain:

Number: One (1)
Make: Diesel
Model: Self Contained
Size: 150 Gal

Existing to be removed:

Number: None

New:

Number: None

18. Licensee's Existing Ground space measuring 15' x 20' will remain the same.

19. Licensee desires to obtain NO additional ground space.

20. All tower mounted equipment, including but not limited to: Antennas, Microwaves, Diplexers, Amplifiers, Remote Controlled Tilts, Remote Radio Heads, Junction/Distribution Boxes and Surge Protectors must be approved by Licensor. Exact location, mounting method, height, and orientation of tower mounted equipment must be approved by Licensor. Loose gravel is NOT permitted at the site.

Removing three (3) antennas mounted on three post(s) on the balcony at the 135' level.
Adding three (3) antennas mounted on same three post(s) on the balcony at the 135' level, giving Licensee a total of nine (9) antennas on nine post(s) at a maximum separation between posts of five feet in each sector.

21. Antenna Orientation:

Alpha position at 120 degrees, on balcony mid rail
Beta position at 230 degrees, on balcony mid rail
Gamma position at 330 degrees, on balcony mid rail

22. Scope of work relating to this upgrade:

Remove six (6) tri/diplexers and three (3) antennas. Add six (6) diplexers, three (3) RRH, three (3) raycaps, three (3) antennas and one (1) 1.54" hybrid cable.

23. Final Configuration:

Nine (9) Antennas
Six (6) Diplexers
Twelve (12) RRUs
Three (3) Raycaps
Six (6) SPU's
Three (3) OVP Surge Protectors
Six (6) 1 5/8" Coax
Two (2) Fiber
Two (2) Power
Three (3) DC Power Cables
Three (3) Fiber Cables
One (1) Hybrid Cable

Exhibit D-5**Utility Service Communications Co., Inc.
Structural & Drawing Requirements****Structural Requirements:**
Standards:

1. ANSI/ TIA-222-H: Structural Standard for Antenna Supporting Structures and Antennas
 - a. Section 15: Existing Structures
2. ASCE/ SEI 7: Minimum Design Loads for Buildings and other Structures
 - a. Section 15.7.7: Water Storage and Water Treatment Tanks and Vessels
3. ANSI/AWWA D100: Welded Carbon Steel Tanks for Water Storage
 - a. Appendix A.5.6: Antennas and Related Equipment
4. ANSI/AWWA D103: Factory-Coated Bolted Carbon Steel Tanks for Water Storage

A rigorous structural analysis, with calculations, of the entire structure using design loads appropriate for the geographical area per the latest applicable standards and local codes. The analysis must determine the overall stability and show the actual versus allowable stresses for the structural members and connections including anchor bolts, wind rods, columns and struts. In addition, local stresses should be evaluated at the antenna supports attachment points. Analysis must include fully loaded corral if applicable.

Summary page must include:

1. Size of Tank (Capacity in gallons)
2. Style of Tank (Elevated, Pedisphere, Composite etc.)
3. Total number of posts if corral installation and number of coax
4. Total number of posts, antennas and coax if balcony installation
5. Diameter of Tank bowl and balcony
6. Total Tank height
7. Balcony height
8. List of all equipment installed on tank. To include Model Numbers, Dimensions and Weight
9. Type of analysis (feasibility or rigorous)
10. Design Loading Criteria: Occupancy Category, Applicable Load Cases (Wind, Ice, Seismic, etc.) and Controlling Load Combinations
11. Results of analysis
12. Proposed reinforcement of existing members and/or connections and all proposed additional members where needed
13. Sources of Data: Previous Structural Analysis, Fabrication Drawings, Field mapping, As-Built Drawings, Geotechnical Reports, etc.

Drawing Requirements:

1. All drawings must be Site specific
2. If Licensor's Project Manager has made site visit prior to drawing, a sketch of site (not to scale) will be given to Site Acquisition Representative
3. 4-6 gang meter for Power and Telco must be placed at the Site to accommodate utility meter reader
4. Coax will be required to be buried by Licensor's Project Manager and/or Tank Owner, unless prior approval has been given by Licensor for alternate method (ice bridge)
5. Coax must be routed on the inside (riser side) face of the Tank leg. Only exception: design of Tank would not allow
6. First Licensees coax must be installed in the inside of a hinged jumbo cluster bracket. Subsequent Licensees may be required to install on the outside of same bracket, if ground Equipment location is limited
7. Tank height, RAD center height, balcony height must be on plans
8. If Licensee is co-locating on top of Tank or corral, the diameter of Tank must be on plans. Plans must indicate current antenna locations on the Tank, by post number with post #1 = True North
9. Only full sealed welding is allowed and must be indicated on plans
10. All coax running over the bowl of Tank must have at least four foot (4') separation from Tank logo and coax must be shrouded with shrouding painted to match Tank
11. Corral must be painted to match Tank
12. Licensee may be required to use white or colored coax to match Tank.
13. Painting of coax not allowed
14. Corral posts must be marked 1, 2, 3, etc., indicating which post Licensee will be using and the orientation of the antenna. Post number one (#1) to align with True North. (No skipping of post within a sector)
15. The number of coax installed must be denoted on plans. Also must have a detail showing coax being installed on the kickers
16. Licensee may be required to install a "Stymielock" at the compound entry gate. If applicable this lock must be denoted on the drawings
17. Signature box with date must be included on the title sheet drawings. Signature box to include:
 - a. Licensor's Project Manager
 - b. Licensee Project Manager
18. The distance from Tank to Equipment shall be no less than ten feet (10')
19. Licensed Ground area must be in concrete not gravel, due to ground maintenance problems. No loose gravel is allowed at the site
20. Include cover sheet listing General Structural Notes (Applicable codes, Standards, Design Load Criteria), Structural Metals, etc. as applicable

Installation must follow the Installation Standards attached in License Agreement/Amendment along with any site-specific requirements and/or Governmental and AWWA standards.

Installation inspection must be performed by Licensor prior to Licensee being allowed to go on air (Regardless of Contractor).

Licensor's Project Manager will make every effort to meet at the Tank Site with Tank Owner, Site Acquisition contact, Project Manager and any other parties prior to Licensee submitting for plans. This will help insure drawings are correct the first time.

Make sure all involved parties are issued these requirements as well as Exhibit E Installation Standards in License Agreement/Amendment.

If you have any questions, please contact:

Lee Duke, Project Manager

Office: 800-679-7819

Desk: 478-988-5260

Cell: 478-396-0843

OR

Debbie Sullivan, Vice President / Director

Office: 800-679-7819

Desk: 478-988-5255

Cell: 478-396-9534

Exhibit E-5**Utility Service Communications Co., Inc.
Installation Standards for Antennas and Related Communication Equipment****1.0 Introduction:**

1.1 The various communication companies have been installing antennas and related communication Equipment on Tanks/Site for a number of years, but more recently the frequency and complexity of these installations has increased dramatically. The types of installations typically being utilized have the potential of reducing the structural integrity of the Tank facility and have several adverse effects on the maintenance of the structure and its coating systems. Major Tank manufactures have historically avoided providing any engineering analysis or installation assistance with regard to this type of Equipment.

1.2 The purpose of this standard is to:

1. Provide a general guide for Licensee, their consultants, site construction managers, installation contractors and their crews.
2. Prevent possible structural failure.
3. Ensure compliance with the industry standards.
4. Ensure current operational and maintenance standards.
5. Provide maintenance access to the Tank.

New appurtenances and attachments are to be in compliance with the latest AWWA standards including proposed amendments and or commentaries.

1.3 Licensee may be required to install a "Stymielock" on the compound entry gate & any time during the Licensee's occupancy of the site.

1.4 Antenna installations on Tanks without previous Licensee antenna installations will be required to furnish and erect a corral in accordance with Licensors standard design and meeting the OSHA 1926.502 and 1910.23 Rail Requirements with a locking gate when applicable. Corral shall be sized to fit the diameter of the Tank

1.5 At Tank Owner's request, Licensee may be required to use white or colored coax to match the color of the Tank as closely as possible.

2.0 Contractor Qualifications:

2.1 All Licensee installations require the use of certified electronics technicians, steeplejacks electricians or licensed contractors that have received Licensors approval prior to commencing any installation work. Such approval shall require the completion of a Licensors Contractors Qualification Package along with submittal of photographs of prior Tank installations. All installation work shall be

in accordance with an Licensor's previously approved installation plan. Licensor, at its sole discretion, shall have the right to supervise the installation at Licensee's expense of any and all Equipment. Certificates of insurance will be required by Licensor of any installer.

- 2.2 All approved installers shall have demonstrated capability of conforming to established manufacturer's installation standards, as well as any special standards imposed by Licensor. All work shall be performed in a neat and workmanlike manner. Licensor may require that certain work be supervised and or inspected by Licensor's approved contractor at Licensee's expense.
- 2.3 All installers will have a certified welder per AWS D1.1 performing any welding.
- 2.4 All installers will have a demonstrated familiarity with AWWA D100 standards as it relates to the installation of appurtenances and attachments.

3.0 **Health and Safety:**

- 3.1 Access to an existing structure shall not be permitted by installation personnel without the express consent and approval of Licensor.
- 3.2 Any access to the interior of the Tank is not permitted unless the Tank is emptied, taken out of service and isolated from the water supply system.
- 3.3 Precautions shall be taken to prevent water contamination. Any intrusion to the Tank interior may be considered contamination. If contamination occurs disinfect the Tank (see ANSI/AWWA C652)
- 3.4 Lockout and Tagout procedures should be in place and followed.
- 3.5 Site keys obtained will not be duplicated. Combinations shall not be shared with anyone other than the Licensor and Licensee's tech personnel.
- 3.6 Personal RF monitors must be worn and examined when it is not possible to turn off the energy to any and all existing devices on the structure.
- 3.7 The coating system shall be checked for hazardous materials. Where hazardous materials are found, the environment, potable water supply and all personnel shall be protected from contamination in accordance with applicable standards.
- 3.8 The contractor shall provide fall protection for their personnel during installation or inspection of any Equipment in accordance with OSHA.
- 3.9 Cables shall not be attached to any ladder structures, in accordance with OSHA standards.

- 3.10 Manholes and other access ports shall not be obstructed in any way by cable routing or attachments, in accordance with OSHA standards.
- 3.11 Balconies and platforms shall not be obstructed in any way by cable routing or attachments, in accordance with OSHA standards.
- 3.12 Licensee's contractor must comply with applicable Site Safety Plans.

4.0. **General Workmanship:**

- 4.1 Epoxy attachments shall not be used. Epoxy compounds can lose strength at temperatures exceeding 140 degrees Fahrenheit. Additionally, epoxy compounds can be subjected to extreme stresses from thermal expansion/contraction of the metal structure due to changes in the ambient temperature and subsequently exhibit shear failure.
- 4.2 Stud welding shall not be used. A properly installed stud weld will scorch the internal coating system in the same manner as a full seal weld. In addition, the plate attachment to the studs is open to water seepage and corrosion from trapped water and moisture. Proper coating procedures cannot be used on the Tank surfaces that have plates or other attachments bolted to them.
- 4.3 Any penetrations larger than three inch (3") in diameter that are to be cut into the support structure require special expertise in design and installation to minimize the possibility of structural damage to the structure. Consideration should be given to reducing the Tank water level whenever openings are cut into the support structure per AWWA D100 – A5.6 recommendations. A professionally engineered solution must be provided.
- 4.4 Older Tanks are prone to hidden corrosion. A careful inspection of all components, including ultrasound thickness measurements are recommended to verify the Tank's structural strength relative to the original design. Corrective repairs should be made as recommended by a professional structural engineer competent with ANSI/ TIA-222-G, ASCE/SEI 7 and AWWA D100 standards.
- 4.5 Should Licensee's Equipment installed on the Tank and Site be allowed to remain at the site during tank maintenance at Licensee's expense antenna cables should be arranged and located to allow protective wrapping during abrasive blasting and recoating. Neatly arranged cables shall be offset from the Tank to allow maintenance contractors to perform this work without removing the cable runs. Chaining or strapping to tower legs or handrails is not allowed. Cable runs should be routed under balconies or walkways to minimize access and rigging interference. Vertical coax routing up a leg should be orientated towards the center of the Tank on the inside face of the leg, typically between the struts and riser rods.

- 4.6 Licensee shall use hinged cluster brackets with snap-in clips capable of supporting twenty-four (24) 1 5/8" coax cables and shall route the coax cables on the inside of the cluster brackets.
- 4.7 Cables and antenna shall be installed to provide a minimum of six inch (6") clearance from the coating systems. Any deviations must be expressly approved by Licensor.
- 4.8 Coax runs shall have a minimum of four foot (4'-0") clearance from Tank logos. The coax run on the Tank bowl shall be shrouded and painted to match the Tank.
- 4.9 A heavy duty "Hoisting Bracket" shall be installed at the top of the messenger pipe for the purpose of coax support on the tank leg. The weight of the coax cannot be supported on the catwalk penetration or on the bowl brackets used for routing coax over the dome.
- 4.10 If new antennas are installed on the top of the Tank, FAA obstruction lighting may need to be installed or raised to meet FAA guidelines. Local FAA height restrictions should be adhered to strictly.
- 4.11 Many components common to the communications industry are designed for easy shipping. When bolted together, back to back components should be seal welded to prevent future corrosion and rust streaking.
- 4.12 When electrical components are installed within the Tank support pedestal, the effects of high humidity, moisture and condensations should be considered and the Equipment adequately protected or waterproofed.
- 4.13 Interference with interior Tank components should be considered and avoided to minimize cable rerouting.
- 4.14 Penetrations shall be designed in accordance with AWWA D100 Section 3.13.
- 4.15 Penetrations through walkways and platforms shall be toe board compliant in accordance with OSHA regulations.
- 4.16 Ground bars and leads shall not be installed on any part of the structure. Full seal welded coax and antenna standoffs may be utilized for mounting ground bars and leads.
- 4.17 A rigorous structural analysis by a professional engineer competent in the application of the ANSI/ TIA-222-G, AWWA D100 and ASCE 7 Standards is required on each structure.
- 4.18 All installers shall comply with applicable local, state and federal requirements. In the absence of any applicable government standards, applicable BOCA and NEC codes, as well as EIA, TIA and AWWA, Standards will apply.

- 4.19 All materials and workmanship are to be in compliance with the latest AWWA standards.

5.0 Welding:

- 5.1 All welding shall be in accordance with AWWA D100 Section 8, Welding and Section 11, Inspection and Testing. This requires all welders to be certified in accordance with AWS D1.1. Only Licensor's approved contractors will be allowed to weld on Licensor's managed Tanks.
- 5.2 All welds to the Tank surface shall be made with E7018 low hydrogen rod and shall be smooth and free of burs and undercuts. Unacceptable welds shall be repaired as Section 6.1 below indicates to meet AWWA D100 requirements.
- 5.3 No welding shall be done when the ambient temperature is below 32 degrees Fahrenheit unless the cold weather welding requirements of AWWA D100, Section 10.2.1 are followed.
- 5.4 Penetrations shall not intersect Tank weld seams. Penetrations should clear existing seams by 6 inches (6"). If this clearance is not possible, a review by a professional engineer shall be made of adjacent weld seams that may be affected by local welding.
- 5.5 Welding to the Tank or access tube opposite the water level is not permitted. The water level shall be drawn down to a level not less than 2 feet (2') below the point of welding.
- 5.6 Galvanized components shall not be welded directly to the Tank surface. Galvanized surfaces mating to the Tank structure must be ground free of galvanizing prior to welding.
- 5.7 Tubular columns on multi-leg supported Tanks are hermetically sealed and must not be breached or punctured under any circumstance since moisture will accumulate inside the leg and eventually cause serious structure damage.

6.0 Painting:

- 6.1 Welding may cause blistering of the interior paint opposite the weld. Damaged interior paint surfaces shall be repaired in a manner that is compatible with the existing paint system. Exterior paint damage shall be repaired after completion of the antenna installation, and should be compatible with the existing paint system. It is recommended that a one-year anniversary inspection be made to evaluate the quality of the touchup and repainting if required. AWWA D102 should be consulted for proper paint procedure.

- 6.2 All painting and surface preparation shall be in compliance with SSPC and NACE regulations.
- 6.3 Utility Service Company must be given "First Right of Refusal" to perform the interior touch ups on Tanks that are currently being maintained by Utility Service Company.

7.0 **Electrical:**

- 7.1 All installation work shall be performed in a neat and workmanlike manner. Any new installation shall not cause mechanical, electrical or electronic interference to other RF Equipment located on the site.
- 7.2 All installations shall comply with all applicable local, state and federal requirements. In the absence of any applicable government standards, applicable BOCA and NEC codes, as well as EIA, TIA and AWWA standards must be adhered to.
- 7.3 All RF Equipment and transmission lines installed shall be FCC type accepted for the radio service and frequencies proposed in the License Agreement and attached exhibits.
- 7.4 All transmission lines shall be attached to tower coax supports using snap-in hangers. The use of stainless steel angle adapters (Andrew 31768A or approved equal) is authorized. Cable ties are not permitted.
- 7.5 Cable runs shall be buried between the tower and electrical Equipment housing. Any excessive or slack cabling must be attached at the cabinet or inside the shelter. No excessive or slack cabling should be visible on the Tank or attached to the Tank itself.
- 7.6 Licensee must have an independent line locate performed prior to the construction start date.
- 7.7 When possible, the Equipment cabinet or shelter will be located a minimum of ten feet (10'-0") from the Tank.
- 7.8 A four (4) to six (6) gang meter for Power and Telco shall be provided by the Licensee.

8.0 **Equipment:**

- 8.1 All transmission lines shall be tagged at the top and bottom of each run near the connector with an identification tag containing the Licensee's name, with Sector location FCC or IRAC call sign and the frequency assigned. Brass tags with copper wire are preferred. Plastic tags with vinyl labels or indelible ink markings

are acceptable. Licensee's name, site name, site I.D., site address, contact for the licensee, phone number and the output power must be posted at the site.

- 8.2 Licensee shall be responsible for the proper signage at the site per all regulatory requirements. Attaching signs to the Tank is not allowed.
- 8.3 Equipment shall only be installed in locations and positions determined by the Licensor. The Licensor's Project Manager will designate the exact locations for the installation of electric equipment, transmission lines and antennas. If for any reason the proposed installation cannot conform to these instructions, the Licensor's Project Manager shall be contacted prior to any further work.
- 8.4 All installed Equipment shall be housed in suitable EIA approved enclosures or Equipment racks. All enclosure doors and covers shall remain closed and locked at all times except during actual Equipment servicing.
- 8.5 New installations will not cause mechanical, electrical or electronic interference to other Licensee's RF Equipment, other associated Licensee's Equipment or any Licensor Equipment located in the Equipment shelter, tower structure or anywhere else on the site.
- 8.6 The use of Ice Bridges must be approved by the Licensor.

9.0 **Inspections & Approvals:**

- 9.1 Licensor shall require a structural analysis for review and approval. (See "Exhibit D-5" for Requirements)
- 9.2 Licensor shall be provided with 'as-built plans' for review.
- 9.3 Licensor shall be provided with all drawings for review and approval prior to start of construction. (See "Exhibit D-5" for Requirements)
- 9.4 Licensee must have the following in hand prior to releasing the site for permitting.
 - A. Fully Executed License Agreement / Amendment
 - B. Licensor's Approved Structural
 - C. Licensor's Approved and Stamped Drawings
 - D. Licensor's Approved Contractor to perform the work on the tank
 - E. All fees and charges must be paid
 - F. Copy of P.O. Confirming Scope of Work (Pricing redacted)
 - G. Licensor Issued NTP Executed with a firm construction start date
- 9.5 Licensor will issue an NTP prior to the site being released for construction/permitting. Licensee must sign and give a firm construction date and return the NTP to Licensor. Licensor will then release the site for construction. Licensor will supply a Tank Owner contact name and number to Licensee.

- 9.6 Licensors must be supplied with a copy of the Purchase Order (P.O.) and/or Notice to Proceed (NTP) and a tentative schedule date of when exterior and interior touch up will be completed.
- 9.7 Contractor shall provide a closeout package at the end of the project prior to acceptance by Licensor. This package shall supply as a minimum, photographs, sweep charts, copies of permits and as-built drawings and lien waivers for subcontractors and vendors.
- 9.8 **Licensors must complete a final inspection and approve the installation prior to Licensee going on air.
(Regardless of Contractor)**

If you have any questions regarding these installation standards contact:

Lee Duke, Project Manager

Office: 800-679-7819

Desk: 478-988-5260

Cell: 478-396-0843

OR

Debbie Sullivan, Vice President / Director

Office: 800-679-7819

Desk: 478-988-5255

Cell: 478-396-9534

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AN EXPENDITURE (IN THE FORM OF A FEE WAIVER) FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT IN CONNECTION WITH THE SOUTH MISSISSIPPI HOUSING AND DEVELOPMENT CORPORATION D/B/A SOUTH MISSISSIPPI HOUSING AUTHORITY JOB FAIR, AND FOR RELATED PURPOSES

WHEREAS, the South Mississippi Housing and Development Corporation d/b/a South Mississippi Housing Authority desires to utilize the Orange Grove Community Center on January 18, 2023, to conduct a Job Fair for its participating families ; and

WHEREAS, the South Mississippi Housing and Development Corporation d/b/a South Mississippi Housing Authority has requested waiver of associated rental fees in the amount of \$455.00 (1/2 of fee already waived by ordinance); and

WHEREAS, City of Gulfport will receive advertising from publicity afforded the event contemplated by the South Mississippi Housing and Development Corporation d/b/a South Mississippi Housing Authority, a not for profit corporation; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising by having an opportunity to promote the City of Gulfport to individuals from around the Gulf South; and it finds that pursuant to the authority of Miss. Code Ann. §17-3-1 (Rev. 2003) and Miss. Code Ann. §17-3-3 (Rev.2003) that an expenditure in the form of an in-kind donation of the rental fees (\$325.00) for the use of the Orange Grove Community Center by the South Mississippi Housing and Development Corporation d/b/a South Mississippi Housing Authority on January 18, 2023, for the events described herein serves the purposes of advertising and bringing into favorable notice the opportunities, possibilities and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF
THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:**

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the City of Gulfport, by and through its Mayor, is hereby authorized to expend municipal funds in the form of an in-kind donation of the wavier of rental fees in the amount of \$455.00 for the rental of the Orange Grove Community Center by the for the Job Fair described herein on January 18, 2023.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2023.

APPROVED:

MAYOR



Facility Use Fee Waiver Request Form

Date of Request: Jan. 5, 2023

Name of Person Submitting Request: Justin D. Brooks, Executive Director

Organization or Group Requesting Fee Waiver:

Name: Mississippi Regional Housing Authority VIII d.b.a. South Mississippi Housing Authority

Address: 10430 Three Rivers Rd. Phone Number: (228) 248 1030
Gulfport, MS 39503

Reason for Fee Waiver Request:

Our agency serves as the local housing authority for the City of Gulfport, Harrison County, and the additional lower 14 counties of Mississippi. We provide a myriad of social services to lower-income households and families within our jurisdiction. The vast majority of our funding is from the Federal U.S. Department of Housing and Urban Development (HUD) and those funds come with restrictions that prevent us from paying for facilities for events in most cases. Accordingly, we are asking for the usage fee to be waived for our event.

Primary Contact Person:

Name: Sally O'Neal

Address: 10430 Three Rivers Rd., Gulfport, MS 39503

Phone Number: (228) 248 1030 E-Mail Address: sally.oneal@mrha8.org

Facility/facilities requested: Orange Grove Community Center

Date/s of Event: January 18, 2023

Event Type: Job Fair

Event Time(start and end): 8:00 a.m. to 2:30 p.m.

Date/s Required for Set Up and Breakdown: Same day of event 1 hour prior & 1 hour after event

Anticipated Attendance (Number of Persons per day): 75

Fee Waiver Total: Rental Fee: \$ 130 X 7 Hours = \$910
(Must include set-up and breakdown times)



Facility Use Fee Waiver Request Form

Circle one:

- | | Y | or | N |
|--|--------------------------|----|-------------------------------------|
| • Is applicant a 501 (c) non-profit pursuant to applicable IRS regulations?
<i>If yes please, provide us with a copy of your 501 (c) non-profit status with this request.</i> | ☐ | | ☒ |
| • Does applicant intend to sell vendor space or tables? | ☐ | | ☒ |
| • Is there a charge to enter this event? | ☐ | | ☒ |
| • Is it open and free to the public? | ☐ | | ☒ |

Submit all documents to Reggie Sims at rsims@gulfport-ms.gov or submit to the facility at the time of completing the Facility Use Application. All Fee Waiver Request must be approved by the City Council. Please note that if your request is approved, you will be responsible for set-up and breakdown of your event (setting up tables and chairs).

I HAVE READ AND UNDERSTAND ALL OF THE ABOVE ITEMS AND STATEMENTS IN THIS REQUEST FOR USE AND ATTEST THAT ALL ARE TRUE. I FURTHER UNDERSTAND THAT THE EVENT DESCRIBED HEREIN SHALL FURTHER BE GOVERNED BY AN ACCOMPANYING AGREEMENT FOR USE OF THE FACILITY AND THE APPLICANT AGREES TO ABIDE BY THE TERMS THEREOF AS WELL AS ANY AND ALL POLICIES THAT THE CITY MAY PROSCRIBE. IT IS FURTHER UNDERSTOOD THAT THE CITY OF GULFPORT, IN ITS SOLE DISCRETION, RESERVES THE RIGHT TO REFUSE TO ALLOW THE EVENT AND/OR CERTAIN ACTIVITIES OF THE EVENT, AS DESCRIBED HEREIN TO BE HELD IN OR AROUND THE FACILITY.


SIGNATURE

Justin D. Brooks
PRINTED NAME

1.5.2023
DATE

[Home](#) > [Tax Exempt Organization Search](#) > South Mississippi Housing And Development Corporation

< [Back to Search Results](#)

South Mississippi Housing And Development Corporation

EIN: 20-5640452 | Gulfport, MS, United States

> [Other Names](#)

Publication 78 Data ⓘ

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC

Copies of Returns (990, 990-EZ, 990-PF, 990-T) ⓘ

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

> [Tax Year 2017 Form 990](#)

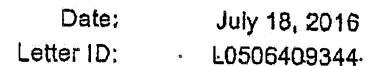
Page Last Reviewed or Updated: 6-Sept-2019

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	No Fear Act			
	Privacy Policy			



TAX ID 64-6010364

This letter ruling is based on the specific facts and circumstances that you communicated to the DOR. This ruling is not binding on the DOR if these facts and circumstances are inaccurate, contain a material omission of a relevant fact or facts to the issue(s) presented or if such facts and circumstances change. This letter ruling is also only valid for seven (7) years from the date of this letter. At the end of this seven (7) year period, you are free to update your information and request another letter ruling if you wish. This ruling is only applicable to you or to your client if you are requesting this ruling on behalf of another and can only be relied upon by the person for whom the ruling was requested.

Form # m 0004 v. v94

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.



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Interactive TIN Session: Interactive Results

This screen provides you with the results of your TIN Match request. The 'Match Indicator' displays a code next to the TIN and name combination. Use the codes below to interpret your results:

- 0 = TIN and Name combination matches IRS records.
- 1 = TIN was missing or TIN not 9-digit numeric.
- 2 = TIN entered, is not currently issued.
- 3 = TIN and Name combination does not match IRS records.
- 4 = Invalid TIN Matching request.
- 5 = Duplicate TIN Matching request.
- 6 = TIN and Name combination matches IRS SSN records.
- 7 = TIN and Name combination matches IRS EIN records.
- 8 = TIN and Name combination matches IRS SSN and EIN records.

Important: Before leaving this screen, you may want to do a **Print Screen** of the results. Once you exit this screen, the interactive results will no longer be available for viewing.

Using the TIN Matching system allows you to verify the accuracy of taxpayer TIN and name information prior to submitting information to IRS. Internal Revenue Code 6724 provides any penalties under Section 6721 may be waived if the filer shows the failure to file a correct TIN on an information return was due to reasonable cause and not willful neglect. Filers may prove due diligence and receive a waiver from proposed penalties if they prove the TIN and name combination they submitted matched IRS records. Providing a copy of the Print Screen of your Interactive Results will be considered proof of due diligence.

ID	TIN Type	TIN	Name	Result Code
1	EIN	64-6010364	Mississippi Regional housing	0

You may do either of the following:

- Select *Another Tin Matching Request* to check more TIN and Name combinations.
- Select *Done* to return to the TIN Matching home page.

[ANOTHER TIN MATCHING REQUEST](#) [DONE](#)

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2023, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
TO ACCEPT A TIDELANDS GRANT FROM THE MISSISSIPPI DEPARTMENT OF
ENVIRONMENTAL QUALITY, AND FOR RELATED PURPOSES**

WHEREAS, the City of Gulfport applied for Restore Act Grant funding from the Mississippi Department of Environmental Quality for the Coffee Creek Sewer Rehabilitation Project, which project is designed to replace an existing 8” sanitary sewer main with two new 8” main lines, including the associated service connections, from properties located to the north and south of the drainage way bounded by 31st and 32nd Avenues in the City of Gulfport, along with other related work outlined in the Memorandum from City Engineer, Wayne Miller, which is attached hereto as Exhibit “A”; and

WHEREAS, the City was recently advised that the City had been awarded a grant in the amount of \$2,599,005.00 for the aforementioned project from the Spill Impact Component of the Restore Ace, The Gulf Coast Ecosystem Restoration Council Oil Spill Impact Program, and was provided with a Grant Agreement (see Exhibit “B”) concerning the same for approval by the City in connection with the said grant; and

WHEREAS, the City of Gulfport desires to accept the aforementioned grant and approve the proposed grant agreement.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the City of Gulfport be and it is authorized to accept a Spill Impact Component of the Restore Ace, The Gulf Coast Ecosystem Restoration Council Oil Spill Impact

Program Grant from the Mississippi Department of Marine Resources in the amount of \$2,599,005.00.

SECTION 3. That the Grant Agreement attached hereto as Exhibit “A” be and the same is hereby approved and the Mayor, or his designee, is authorized to execute and deliver the same on behalf of the City. .

SECTION 4. That this Resolution shall be in effect immediately upon its passage and enactment according to law, and shall be spread upon the minutes of the Gulfport City Council.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2023.

MAYOR



Memorandum – City of Gulfport

PUBLIC WORKS & ENGINEERING

To: Mayor Billy Hewes and Members of the City Council

CC: Leonard Papania, CAO
Todd Harman, CPA, Director of Finance and Accounting
Tyler Gentry, Assistant Director of Public Works – Operations
Jeremy Harrison, P.E., Assistant City Engineer
Jessica Versiga, Purchasing Agent
Karen McCarty, Federal Programs Administrator
Legal Department

From: Wayne E. Miller, P.E., Director of Public Works and Engineering

A handwritten signature in blue ink, appearing to read 'WEM', is written over the 'From:' line.

Date: January 6, 2023

Re: **Recommendation to Approve Sub-Award Grant Agreement with the Mississippi Department of Environmental Quality – Coffee Creek Sewer Rehabilitation**

Attached for your consideration is the Grant Agreement for the above referenced project from the Mississippi Department of Environmental Quality (MDEQ).

This grant will replace an existing 8" sanitary sewer main with two new 8" mains, including the associated service connections, from properties located to the north and the south of a drainage way bounded by 31st & 32nd Avenue's in the City of Gulfport. The project also includes lining the drainage way with a three-sided precast box (U-channel) to allow for future maintenance and the ability to create a stable area for the two new sanitary mains and the backyards of the adjacent neighboring homes.

The total cost of engineering and construction for this project is \$2,599,005.00. The project is funded 100% by the Spill Impact Component of the RESTORE Act, provided through the Gulf Coast Ecosystem Restoration Council.

I recommend approval of this item.

Attachments:

1. Sub-Award Grant Agreement

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY**STATE OF MISSISSIPPI****MDEQ AGREEMENT NO. 23-00056****COUNTY OF HINDS****SUB-AWARD AGREEMENT (Governmental Entities)**

This document is a Sub-Award Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”) and City of Gulfport, UEI Number G8SCFJ32K4N5 (“SUB-RECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work specified in Article 4, Scope of Work.

1. Source of Funds

The grant funds provided by this Agreement are made available pursuant to the Spill Impact Component of the RESTORE Act, provided through the Gulf Coast Ecosystem Restoration Council (“RESTORE Council”) pursuant to Federal Award # GNTSP18MS0058, CFDA #87.052, The Gulf Coast Ecosystem Restoration Council Oil Spill Impact Program (hereinafter referenced as “Federal Award”), as amended on September 22, 2022. This Federal Award is fully incorporated by reference into this Agreement as Attachment “A”, and is an integral part of this Agreement.

2. Project

Under this Agreement, MDEQ agrees to disburse funds to SUB-RECIPIENT in accordance with the terms herein to pay the costs associated with SUB-RECIPIENT’s implementation of the project entitled “Coffee Creek Sewer Rehabilitation Project” (the “Project”).

3. Purpose

The purpose of this Project is the planning and implementation for upgrades to a sewer main in the Coffee Creek watershed in Gulfport, MS. This Project is not for Research and Development. Further detail of the Project is provided in Attachment “A” of this Agreement.

4. Scope of Work

SUB-RECIPIENT shall perform the tasks as described and identified in the Workplan for the Project, which is fully incorporated as Attachment “B”, and is an integral part of this Agreement (the “Work”).

5. Terms and Conditions

This Agreement and the SUB-RECIPIENT are subject to the terms and conditions of this Agreement, the terms and conditions of the Federal Award, including any Special Award Conditions, a copy of which is attached hereto as Attachment “A”, the Standard Sub-Award Terms

and Conditions, a copy of which is attached hereto as Attachment “C” and fully incorporated herein by reference, the RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions under the Gulf Coast Ecosystem Restoration Council Financial Assistance Standard Terms and Conditions, a copy of which is attached hereto in Attachment “D” and fully incorporated herein by reference, and the RESTORE Act, 33 U.S.C. § 1321(t) *et seq.*, Treasury’s Regulations governing the RESTORE Act, 31 C.F.R. § 34 *et seq.*, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget (“OMB”) Uniform Guidance for Grants and Cooperative Agreements, as amended, including Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to the SUB-RECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. Period of Performance

The Period of Performance shall commence upon execution of this Agreement by MDEQ’s Executive Director and shall end on November 30, 2024 (“Period of Performance”). The SUB-RECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUB-RECIPIENT determines, based on the work performed to date, that the work cannot be completed within the Period of Performance, SUB-RECIPIENT shall so notify MDEQ immediately in writing.

7. Consideration and Payment

- A. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to pay SUB-RECIPIENT an amount not to exceed Two Million Five Hundred Ninety Nine Thousand Five and 00/100 dollars (\$2,599,005.00) (the “Maximum Amount”).
- B. *Payment.* Subject to available funding, as set forth in the Standard Sub-Award Terms and Conditions and all other terms and conditions of this Agreement, MDEQ shall pay all properly-invoiced amounts due to SUB-RECIPIENT within forty-five (45) days after MDEQ’s receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUB-RECIPIENT that includes work performed outside a one-year period from receipt of such invoice.
 - i. *Request for Payment.* SUB-RECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, “Reimbursement Requests”), unless otherwise directed by MDEQ. SUB-RECIPIENT shall submit monthly Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to invoices@mdeq.ms.gov. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall

be submitted to MDEQ no later than forty-five (45) days after the end date of this Agreement. The monthly Reimbursement Request shall include breakdowns of personnel, position, dates worked, tasks performed, and totals for each personnel cost included in the Reimbursement Request. SUB-RECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUB-RECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.
2. SUB-RECIPIENT shall only request payment under this Agreement for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement;
3. SUB-RECIPIENT shall not request payment under this Agreement for services the SUB-RECIPIENT or its contractors may provide under any other Sub-award or Contract.
4. Any funds that are paid by MDEQ to the SUB-RECIPIENT that are not necessary for the completion of the Work in this Agreement must be returned to MDEQ within thirty (30) days from receiving MDEQ's written notification for return of funds. Any funds that are paid by MDEQ to the SUB-RECIPIENT which are deemed ineligible by RESTORE Council must also be returned to MDEQ within thirty (30) days from receiving MDEQ's written notification for return of funds.
5. SUB-RECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUB-RECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.
6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUB-RECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUB-RECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUB-RECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUB-RECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

- ii. Indirect Cost Rate. The current indirect cost rate is 0% for the SUB-RECIPIENT regarding this Agreement.

8. Progress Reports

SUB-RECIPIENT shall provide required progress reports as determined by MDEQ.

9. Final Payment and Report

Notwithstanding any other provision of this Agreement, and notwithstanding the submission of any Reimbursement Request by SUB-RECIPIENT, MDEQ shall not pay more than ninety-five percent (95%) of the Maximum Amount until such time as the SUB-RECIPIENT has completed the Work, submitted the Final Report, as defined below, required pursuant to this section, and received MDEQ's written acceptance of such Final Report. Within forty-five (45) days after MDEQ's written acceptance of such Final Report, MDEQ shall disburse to SUB-RECIPIENT all or such portion of the five-percent (5%) holdback as is properly payable to SUB-RECIPIENT for Work performed under this Agreement. However, if MDEQ is satisfied that the Project is proceeding on schedule and on budget, MDEQ (acting in its sole discretion) may reduce the holdback from five-percent (5%).

When SUB-RECIPIENT has performed all the Work, SUB-RECIPIENT shall transmit to MDEQ a comprehensive report on the Work, along with the corresponding results (the "Final Report"). As appropriate, the Final Report should include copies of any publications, press releases, and other documents, materials, and products developed as part of the Project, including, without limitation, photographs, video footage, and other electronic representations of the Project and Work not previously submitted to MDEQ. The Final Report shall be provided by SUB-RECIPIENT to MDEQ within forty-five (45) days of Project completion. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, the SUB-RECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the Final Payment amount is the remaining amount that the SUB-RECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against the SUB-RECIPIENT or its sureties under this Agreement.

10. Financial Management and Compliance

MDEQ requires that the SUB-RECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation are copies of checks paid to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ,

SUB-RECIPIENT shall redact, in accordance with the definition of “Protected Personally Identifiable Information” found in 2. C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include Personally Identifiable Information (PII) that is required by law to be disclosed. (See also §200.1 PII). SUB-RECIPIENT and any Contracted Parties (as such term is defined in the “Contracts” provision of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUB-RECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUB-RECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUB-RECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUB-RECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUB-RECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment “E” and incorporated herein in its entirety.

11. Contracts

SUB-RECIPIENT must notify MDEQ in writing prior to contracting any portion of the Work. MDEQ, in its sole discretion, shall have the right to reject the letting of any such contract. Should MDEQ, in its sole discretion, determine that any proposed contractor of SUB-RECIPIENT under this Agreement has a conflict of interest with respect to RESTORE Council, MDEQ, SUB-RECIPIENT or the Project, MDEQ shall have the right to reject the letting of any such contract. If any potential conflict of interest exists, the Parties will resolve it according to the applicable laws and regulations. MDEQ's failure to reject the letting of any contract under this Agreement shall not be deemed in any way to provide for the incurrence of any obligation of MDEQ in addition to the Funds. If SUB-RECIPIENT makes or issues any contract in coordination with this Agreement, then SUB-RECIPIENT will be deemed to have represented and certified to MDEQ at each such time, in connection with such contract, as follows:

- A. in making such contract, SUB-RECIPIENT has complied with all applicable State and Federal laws, regulations, rules, orders, and other governmental mandates, including, without limitation, those pertaining to procurement, acquisition, and other contracting actions by SUB-RECIPIENT;
- B. in making such contract, SUB-RECIPIENT has complied with its internal policies and procedures applicable to procurement, acquisition, or contracting actions;
- C. each contractor is qualified to perform the applicable Work and is authorized to do business in the State of Mississippi;

- D. each contractor is required under its agreement with SUB-RECIPIENT to perform the applicable Work within budgeted costs identified for such Work;
- E. each contractor has agreed to conduct its activities related to the Work in compliance with all terms and conditions of this Agreement, and all applicable State and Federal laws, regulations, rules, orders, and other governmental mandates;
- F. each contractor has agreed to obtain and maintain all appropriate bonds and insurance against liability for injury to persons or property from any and all activities undertaken by such contractor related to the Work in accordance with applicable state and federal laws, including, without limitation Miss. Code Ann. § 31-5-51; and
- G. no contractor has any conflict of interest with respect to MDEQ, RESTORE Council, the SUB-RECIPIENT or the Project.

SUB-RECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUB-RECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUB-RECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUB-RECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. Parties with whom contracts or sub-award agreements are entered into by the SUB-RECIPIENT shall be referred to herein as "Contractor", "Contracted Party", or "Contracted Parties". In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUB-RECIPIENT shall require all terms and conditions set forth in Attachments "A" and "F" attached hereto in all agreements between the SUB-RECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and their contractors/sub-contractors.

12. Public Communications and Logo Usage

Unless otherwise required by applicable law (based upon the reasonable advice of counsel), SUB-RECIPIENT shall not make any public announcements, communicate with any news media, or provide materials to the public related to this Agreement without first obtaining the written consent of MDEQ. This includes any materials prepared for presentations or materials prepared for distribution to the public. The Parties shall cooperate as to the timing and contents of any such announcement prior to any such communications to the public. The SUB-RECIPIENT must provide materials subject to this provision to MDEQ, for determination of approval, ten (10) days prior to the anticipated publication or other form of public release of such materials. This provision shall not be deemed to limit the SUB-RECIPIENT's ability to discuss this Agreement or Work in meetings required to be held as open meetings by Miss. Code Ann. § 25-41-1 *et seq.*, or as otherwise necessary to inform the public of the existence of the Project as is reasonably tailored to keep the public informed of project progress or to address public safety or planning concerns. This provision shall also not apply to any publications, notices, communications, transmittals or the like

required of SUB-RECIPIENT to comply with its contractual obligations related to this Agreement, for procurement of vendors, or compliance with applicable state, federal or local law applicable to the Agreement or Work.

Any publications (except scientific articles or papers appearing in scientific, technical, or professional journals), or signage produced with funds from this Agreement and the Federal Award, or informing the public about the activities funded in whole or in part by this Agreement and the Federal Award, must clearly display the following language:

This project was paid for [in part] with federal funding from the RESTORE Council and the Mississippi Department of Environmental Quality under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act). Publications and data (except scientific articles or papers appearing in scientific, technical, or professional journals) produced with funds from this Agreement must display the following additional language: “The data, statements, findings, conclusions, and recommendations are those of the author[s] and do not necessarily reflect any determinations, views, or policies of the RESTORE Council or the Mississippi Department of Environmental Quality”. Further, data produced under this award and made available to the public must be accompanied by the following statement: “The [report, presentation, video, etc.] and all associated data and related items of information were prepared by [recipient name] under Award No. [number] from the Gulf Coast Ecosystem Restoration Council (RESTORE Council). Further Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher and use Digital Object Identifiers (DOIs), if available. All data and derived products that are used to support the conclusions of a publication must be made available in a form that permits verification and reproducibility of the results. Any signage produced with funds from the award or informing the public about the activities funded in whole or in part by the award, must first be approved in writing by the RESTORE Council or its designee.

The SUB-RECIPIENT is authorized to use the MDEQ logo only for the above-mentioned purposes. The SUB-RECIPIENT may not alter the MDEQ logo in any way, except for its size.

13. Notices

All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:

Attention: Melanie Green

Address: 515 East Amite Street

Jackson, MS 39201

Phone: 601.961.5270

E-mail: mgreen@mdeq.ms.gov

If to SUB-RECIPIENT:

Attention: Billy Hewes

Address: P.O. Box 1780

Gulfport, MS 39502

Phone: 228.868.5801

E-mail: bhewes@gulfport-ms.gov

14. Counterparts

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF GULFPORT

Signature of Authorized Representative

Printed Name

Title

Date

ATTACHMENT A
FEDERAL AWARD

FINANCIAL ASSISTANCE AWARD

FEDERAL AWARD ID NUMBER (FAIN)

GNTSP18MS0058

RECIPIENT NAME

Mississippi Department of Environmental Quality

RECIPIENT UNIQUE ENTITY IDENTIFIER (DUNS)

809399876

STREET ADDRESS

515 E Amite Street

PERFORMANCE START DATE

3/15/2018

to

PERFORMANCE END DATE

7/31/2023

CITY, STATE, ZIP CODE

Jackson, MS 39201-2709

FEDERAL FUNDS OBLIGATED (TOTAL AWARD AMOUNT)

\$14,326,789.00

AUTHORITY

33 U.S.C. 1321(t)(3) and 40 CFR Part 1800

NON-FEDERAL SHARE OF COST

\$0.00

CFDA NO. AND NAME

87.052 Gulf Coast Ecosystem Restoration Council Oil Spill Impact Program

TOTAL ESTIMATED COST OF PROJECT/PROGRAM

\$14,326,789.00

PROJECT/PROGRAM TITLE

Mississippi Gulf Coast Water Quality Improvement Program

This Award Document (Form GCC-7700) signed by the Authorized Official constitutes an obligation of Federal funding. By signing this Form GCC-7700, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, this Form GCC-7700 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Award offer and de-obligate the funds.

☒ GULF COAST ECOSYSTEM RESTORATION COUNCIL FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (AUGUST 2015)☒ 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 5900.101☒ FAPIIS CERTIFICATION, 2 CFR PART 200 APPENDIX XII**ABSTRACT/PURPOSE OF GRANT:**

The Gulf Coast Ecosystem Restoration Council (RESTORE Council) has identified restoration of water quality as a restoration goal. Further, as a result of multiple stakeholder engagement forums the State of Mississippi has prioritized the improvement of water quality for promoting ecosystem health and restoring and revitalizing Mississippi's economy. Restoration and improvement of water quality, as a natural resource, will benefit the marine/coastal ecosystems, habitats, and fisheries, as well as the economy of the Mississippi Gulf Coast Region. This program will support the restoration of water quality of Mississippi's coastal water resources by targeting stormwater sources, discharges, and/or wastewater improvements that will result in the improvement of water quality and the restoration and protection of natural resources. Efforts to achieve such improvements will include enhancing the State's understanding of source water quality problems, implementing upgrades, repairs, and/or construction activities associated with stormwater and wastewater systems to restore water quality and promote ecosystem health.

ACCOUNTING INFORMATION CATB GCC6013; CAM1 GCCGWATERQUL; CAM2 GCCMSSOUNDXX; CAM3 GCCPWATERRES	FEDERAL AWARD ID NUMBER (FAIN) GNTSP18MS0058
PROJECT/PROGRAM TITLE Mississippi Gulf Coast Water Quality Improvement Program	
PROJECT- OR PROGRAM-SPECIFIC INFORMATION ☒ PLANNING ☐ IMPLEMENTATION ☐ SEP ONLY – INCLUDES INFRASTRUCTURE ☐ TECHNICAL ASSISTANCE ☒ IMPLEMENTATION – CONSTRUCTION ☐ OTHER – DESCRIBE ☒ PRE-AWARD COSTS – APPROVED AMOUNT: \$41,350.00 ☒ RECIPIENT’S NEGOTIATED INDIRECT COSTS RATE (NICRA): 54.13% ☒ INDIRECT COSTS APPLIED TO AWARD: \$425,398.00 <i>Note: Under the RESTORE Act, administrative costs, including allowable indirect costs, are limited to 3% of the Total Award Amount. Any change in the Total Award Amount may result in a change to the amount of approved indirect costs subject to the 3% administrative cost limitation.</i>	
ATTACHMENTS ☒ SPECIAL AWARD CONDITIONS ☒ FUNDING AUTHORIZATION ☒ REPORTING SCHEDULE ☒ DESCRIPTION OF WORK TO BE PERFORMED ☒ BUDGET NARRATIVE ☒ BUDGET DETAIL SCHEDULE ☒ CASH DRAWDOWN FORECAST SCHEDULE ☒ KEY MILESTONES CHART ☒ APPROVED METRICS ☒ OBSERVATIONAL DATA PLAN ☒ PRELIMINARY DATA MANAGEMENT PLAN ☐ OTHER:	
RECIPIENT CONTACT INFORMATION Melanie Green MS Department of Environmental Quality 515 E Amite Street Jackson, MS 39201-2709 melanie_green@deq.state.ms.us	RESTORE COUNCIL CONTACT INFORMATION Bjorn Johnson bjorn.johnson@restorethegulf.gov Jean Cowan jean.cowan@restorethegulf.gov Gulf Coast Ecosystem Restoration Council 500 Poydras Street, Suite 1117 New Orleans, LA 70130
The Council Grants Management Specialist is responsible for the negotiation, award and administration of this grant and the interpretation of grants administration policies and provisions. The Ecosystem Program Specialist is responsible for the scientific, programmatic and technical aspects of this grant. These individuals work together in overall grant administration. Prior approval requests (signed by the Recipient Authorized Official) should be submitted in writing to the Grants Management Specialist.	
GULF COAST ECOSYSTEM RESTORATION COUNCIL AUTHORIZED OFFICIAL	RECIPIENT AUTHORIZED OFFICIAL
NAME Ben Scaggs	NAME Gary Rikard
TITLE Executive Director	TITLE Executive Director
SIGNATURE	SIGNATURE
FEDERAL AWARD DATE	DATE

SPECIAL AWARD CONDITIONS

1. Non-Duplicative Use of RESTORE Act Funds

The Recipient will not seek any compensation for the approved project from any other funding source, including without limitation the Oil Spill Liability Trust Fund. Should such funding be received, the Recipient will immediately notify the Grants Officer in writing. If the Recipient is authorized to make subawards, the Recipient will not use RESTORE Act funds to make subawards to fund any activities for which claims were filed with the Oil Spill Liability Trust Fund after July 6, 2012.

2. Project Performance Reporting

The Recipient must submit project performance reports through the Council's Restoration Assistance and Award Management System (RAAMS) or any successor system on an annual basis. The performance report is due on July 30th of each year, which is 30 calendar days after the end of the reporting period. Performance reports covering the annual reporting period will be due every year of the award, with a final performance report that summarizes the activities and findings of the award due 90 calendar days after the end of the period of performance. This special award condition (SAC) supersedes section B.01.c of the RESTORE Council Financial Assistance ST&C's dated August 2015, which states that performance reports are due with the same frequency as financial reports.

3. Best Available Science

Individual projects selected for this program are subject to best available science review. In each individual project submittal, the Mississippi Department of Environmental Quality (MDEQ or Recipient) must explain their determination that the project is based on best available science by including: 1) a detailed explanation of how the proposed activities will apply the best available science; and 2) project-level details, including specific project locations, reasons for selecting locations, specific restoration methods proposed to address identified issues at selected locations, expected outcomes following restoration, and identification of uncertainties and risks. Subrecipient and/or contractor information, if applicable, should also be provided, including name and selection method (if known) and their estimated costs and timeline for implementing specific scopes of work.

4. Environmental Compliance

Certain federal environmental laws may be applicable to specific implementation activities to be funded under the Spill Impact Component associated with the Mississippi Gulf Coast Water Quality Improvement Program. Prior to any implementation activities, the applicable federal environmental laws must be addressed. In cases where an implementation activity requires authorization under Section 404 of the Clean Water Act (CWA) (33 U.S.C. 1344) and/or Section 10 of the Rivers and Harbors Act (RHA) (33 U.S.C. 403), the Recipient shall provide the Council with evidence of receipt of such authorization prior to release of implementation funds for the regulated activity. In cases where the Recipient is seeking funds for an implementation activity that has the potential for environmental effects (e.g., involves ground-disturbing actions), but for which no CWA Section 404 and/or RHA Section 10 permit is needed, the Recipient shall coordinate with Council Program environmental compliance staff and the appropriate federal agencies with potential regulatory jurisdiction to determine if any other applicable federal laws must be addressed prior to release of implementation funds for the given action. Documentation of such coordination must be provided to Council Program environmental compliance staff.

5. Updates to the Observational Data Plan

The Recipient will update the project's Observational Data Plan to include any plan details listed as "Not available (N/A)" or "To be determined (TBD)", or that are in other ways left unspecified in the current version of the Observational Data Plan. Updated plan details will include specific start and end dates that reflect the period of observational data collection based on the actual project start date. For all plan details provided via updated Observational Data Plans, the recipient will make any corresponding updates to metrics details in RAAMS. The Recipient must deliver updated plans to the Council at least annually until all "N/A", "TBD", or unspecified items are provided. The ODP will also be updated with the selection of each new project (or group of projects) to be implemented under the program to include details about the specific data collection activities that will take place for that additional project. Updates to the ODP that include new project activities may require additional best available science reviews.

6. Updates to the Data Management Plan

The Recipient will update the project's Data Management Plan to include any plan details listed as "Not available (N/A)" or "To be determined (TBD)" in the current version of the Data Management Plan. Updated plan details will include specific start and end dates that reflect the period of observational data collection based on the actual project start date. The Recipient must deliver updated plans to the Council at least annually until all "N/A" or "TBD" values are provided. The DMP will also be updated with the selection of each new project (or group of projects) to be implemented under the program to include details about the specific data collection activities that will take place for that additional project. Updates to the DMP that include new project activities may require additional best available science reviews.

7. Observational Data Management and Delivery

- A. Data Sharing: All data compiled, collected, or created under this federal award must be provided to the Council on a yearly basis. Any observational data related to Gulf Coast restoration must be publicly visible and accessible in a timely manner, free of charge or at minimal cost to the user that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse, i.e., data must be encoded in a machine-readable format, using existing open format standards; and data must be sufficiently documented, using open metadata standards, to enable users to independently read and understand the data (for example, a PDF version of observational data is not a valid data delivery format). The public facing, anonymously accessible data location (internet URL address) of the data should support a service-oriented architecture to maximize sharing and reuse of structured data and be included in the Performance Report. Data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata.
- B. Timeliness: Data must be provided to the Council on a yearly basis, and the public must be given access to data no later than two years after the data are first collected and verified, or two years after the original end date of the period of performance set out in the award agreement (not including any extensions or follow-on funding), whichever first occurs.
- C. Data produced under this award and made available to the public must be accompanied by the following statement: "The [report, presentation, video, etc.] and all associated data and related items of information were prepared by [recipient name] under Award No. [number] from the Gulf Coast Ecosystem Restoration Council (RESTORE Council). The data, statements, findings,

conclusions, and recommendations are those of the author[s] and do not necessarily reflect any determinations, views, or policies of the RESTORE Council.”

- D. Failure to Share Data: Failing or delaying to make data accessible in accordance with the submitted Data Management Plan and the terms hereof may lead to enforcement actions and be considered by the Council when making future award decisions. Funding recipients are responsible for ensuring that these conditions are also met by subrecipients and subcontractors.
- E. Data Citation: Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher and use Digital Object Identifiers (DOIs), if available. All data and derived products that are used to support the conclusions of a publication must be made available in a form that permits verification and reproducibility of the results.

8. Submission of Project Workplans as part of a Program Award

In order for specific projects to be funded within this program award, a project workplan for each specific project must be submitted to and approved by Council staff. Federal funds for implementation of specific projects will not be released until such approval.

- A. In general, each project workplan must discuss and demonstrate the following:
 - 1) Consistency with the program;
 - 2) Support of primary goals and objectives of the program;
 - 3) Contribution to program metrics.
- B. Specifically, each project workplan must include the following:
 - 1) Project Narrative, including but not limited to:
 - a) scope of work;
 - b) participating organizations (subrecipients, contractors, etc.);
 - c) project location;
 - d) performance measurement.
 - 2) Project schedule, primary milestones and estimated useful life of project and project property;
 - 3) Budget Narrative by object class categories with supporting documentation, including detailed descriptions of any co-funding, contractual and/or subrecipient expenses;
 - 4) Other information to include:
 - a) Updates to the Program Observational Data Plan (ODP) and Program Data Management Plan (DMP) to capture updated monitoring and data collection activities for project performance measurement;
 - b) Updates to the Program GIS files to include project location(s); and
 - c) Environmental compliance and best available science justification, as applicable.

Once a project workplan has been approved by Council staff, the program award will be amended to include the approved project and any additional special award conditions or supplemental terms, and the appropriate funding for that project will be released.

9. Documentation Requirements for Pre-Award Costs

This award contains pre-award costs in the amount of \$41,350 for pre-award activities beginning on March 15, 2018 and carried out by MDEQ personnel for program delivery components described in the project narrative. Costs associated with the development, coordination and execution of this grant award are included in the MDEQ award GNTSP18MS0048, Compatibility, Coordination and Restoration Planning, and are not eligible for reimbursement under this award. The Recipient is not authorized to draw down funds for reimbursement of pre-award costs without written approval from the Grants Office. To obtain written approval, the Recipient must submit documentation which supports the pre-award costs incurred. At a minimum, the following documentation, as applicable, must be provided:

- **Invoice** – for a pre-award cost item procured by the Recipient or billed by a subrecipient or contractor; or
- **Other supporting documentation** – for a pre-award cost item that the Recipient incurs directly (for example, time sheets to support personnel costs).

10. Subrecipient Selection Post-Award

Prior to approval of proposed subrecipient agreements for project implementation, the Recipient will provide the Council with documentation identifying the subrecipients and describing the scope of work to be performed and the funding required to accomplish each scope of work.

At a minimum the following information will be provided for each subaward:

- **Name and DUNS of Subrecipient.** Identify the subrecipient and provide their DUNS number;
- **Selection Method.** Identify the method of selecting the subrecipient and describe their qualifications to carry out the required scope of work;
- **Period of Performance.** Specify the beginning and ending dates of the subaward;
- **Scope of Work.** Describe the specific services/tasks to be performed by the subrecipient and relate them to the accomplishment of project or program objectives. Deliverables should be clearly defined;
- **Monitoring of Subrecipient.** Describe how the progress and performance of the subrecipient will be monitored during the period of performance. Identify who will be responsible for supervising the subrecipient;
- **Itemized Budget and Justification.** Provide a detailed, itemized budget with appropriate justification, using object class categories from the Standard Form (SF) 424A and/or 424C as appropriate. If applicable, include any indirect costs anticipated, the indirect cost rate used, and submit the subrecipient's negotiated indirect cost rate agreement.

11. Limitations on Transfers to Subrecipients

In accordance with the RESTORE Act (at 33 U.S.C. 1321(t)(2)(E)(ii)(III), "Limitations on Transfers", in (aa) "Grants to Nongovernmental Entities" and (bb) "Reporting of Grantees"), a subaward (or multiple sub-awards) to a nongovernmental entity equaling 10% or more of the project award may not be awarded unless, at least 30 days prior to making such a subaward, the Council has posted an announcement in the Federal Register and delivered such announcement to designated Congressional committees. If a subaward to a nongovernmental entity equaling or exceeding 10% of the project award received from the Council is anticipated, the Recipient must not enter into the subaward until the following information has been provided to the Council and the required notification has been completed:

- Name of Subrecipient
- Amount of Subaward
- Purpose of Subaward

12. Contractor Documentation

The Council has received satisfactory documentation for the identified contracts to Covington Civil & Environmental, LLC (Program Management and Technical Support) and Balch & Bingham, LLP (Legal). Prior to any expenditure of funds for other contractual support that exceeds the micro-purchase threshold (currently \$10,000), the Recipient must provide Council staff with documentation that identifies the contractor(s), describes the work to be performed, and demonstrates that the procurement was made in compliance with Mississippi procurement statutes and applicable provisions of 2 CFR part 200. Said documentation includes the following:

- **Name and DUNS number of Contractor:** Identify the name of the contractor and provide the contractor's DUNS number;
- **Procurement Method:** Identify the method of procuring the contract. If the contract is sole source, include a detailed justification as to why this organization is the only one able to perform the services or how this selection is otherwise in conformance with applicable contracting rules related to non-competitive awards;
- **Type of Contract Awarded:** Time and materials, fixed, etc.;
- **Period of Performance:** Specify the beginning and ending dates of the contract;
- **Scope of Work:** Describe the specific services/tasks to be performed by the contractor and relate them to the accomplishment of project or program objectives. Deliverables should be clearly defined;
- **Method of Accountability:** Describe how the progress and performance of the contractor will be monitored during and on close of the period of performance. Identify who will be responsible for supervising the contract;
- **Contract Amount:** At a minimum, provide the total amount of the contract.

SUPPLEMENTAL CONSTRUCTION TERMS

These supplemental construction terms are incorporated in and made part of this award in anticipation of future construction under this Program. These supplemental terms remain effective throughout the period of performance of the award or the estimated useful life of project property (as defined below). When project-specific documentation is required, the specific documentation will be addressed and identified in special award conditions (SACs) applicable to individual projects included in amendments to this Program award. If a term is effective for the estimated useful life of project property, the term will so specify. As projects are identified and approved through amendments to this Program award, additional conditions specific to an individual project may be added.

13. Estimated Useful Life and Federal Interest in Project Property

Property that is acquired or improved, in whole or in part (Program or Project Property), with Federal assistance is held in trust by the Recipient or Subrecipient, as specified in the award, for the purpose(s) for which the award was made, for the estimated useful life. The estimated useful life of the program or project is defined as the period of years that constitutes the expected useful lifespan of the program or project, as determined by the Council, during which the Council anticipates obtaining the benefits of the program or project pursuant to award purposes authorized by the RESTORE Act.

The Recipient and Subrecipient, as applicable, must administer, operate, and maintain the project and any Program or Project Property in the same manner in which it operates and maintains similar infrastructure, facilities and equipment owned by it, and in accordance with state and local standards, laws, and regulations.

During the estimated useful life of the program or a specific project, the Council retains an undivided equitable interest in any Program or Project Property, which is sometimes referred to as the “Federal interest”. See 2 CFR § 200.41. The Council may require the non-Federal entity to record appropriate notices of record to indicate that personal or real property has been acquired or improved with a federal award and that use and disposition conditions apply to the property.

When the estimated useful life of the program or individual project has ended, the Federal interest will thereupon be extinguished and the Federal Government will have no further interest in the Program or Project Property.

14. Pre-Construction Requirements

Federal funds for construction costs for any project shall not be released by the Council until the following information and documentation is received and accepted in writing by the Grants Office:

- A. *Title to real property improved under this award.* In accordance with 2 CFR § 200.311, title to real property improved under this Award will vest with the Recipient or Subrecipient, as specified in the Award, and must be used only for authorized Award purposes. Before solicitation of bids for construction of a given project, the Recipient shall furnish the legal description of each tract of project real property, the type of ownership, including but not limited to fee-simple, long-term leasehold, easements and rights-of-way, needed for completion and maintenance of the Project and an indication of what project element is to be built thereon. The Recipient shall certify that the Recipient and/or Subrecipient, if applicable, holds clear title to or otherwise has control of all project real property and are not aware of any material restrictions or encumbrances that could interfere with any award purpose. The Council will rely upon the Recipient’s due diligence in protecting title to all property needed for award purposes.

- B. *Engineering and design plans.* The Recipient must provide to the Council Grants Office all design and engineering plans and specifications for all construction activities funded under this award. All design and engineering plans and specifications must be stamped/signed by a professional engineer currently licensed in accordance with State requirements. The Recipient is responsible for verifying that the professional engineer has credentials appropriate to the type of engineering services required.

The Council's review is to ensure compliance with the terms and conditions of the award and does not attest to the accuracy or completeness of design, dimensions, details, proper selection of materials, or compliance with required codes or ordinances. These responsibilities rest solely with the Recipient.

- C. *Permitting requirements.* The Recipient must furnish evidence, satisfactory to the Council, that the Recipient or Subrecipient has received all Federal, state, and local permits necessary for construction, completion and operation of the Project.
- D. *Floodplain requirements.* If the property is located within the 100-year floodplain or other flooding risks have been identified, the Recipient must furnish evidence, satisfactory to the Council, that all applicable floodplain requirements have been met. As appropriate to the project, this may include the following:
- i. Floodplain Notice. That the 30-day period established for receipt of comments from the public in response to public notice published regarding the potential for project impact on the values and functions of a designated 100-year floodplain has expired and that identified concerns (if any) have been addressed to the Council's satisfaction.
 - ii. Floodplain Protection. That the project engineer/architect has certified that the project infrastructure and any facilities will be adequately protected from damage by floods in the area of apparent potential flood hazard. The evidence must include adequate justification for the Base Flood Elevation designation for the financial assistance award site.
 - iii. Flood Insurance. In accordance with the Flood Disaster Protection Act (42 U.S.C. § 4002 et seq), that the community is participating in the National Flood Insurance Program, and that as required, the Recipient will purchase flood insurance.
- E. *Updated construction schedules and cost estimates.* The Recipient must furnish updated construction schedules and cost estimates based upon the completed engineering and design plans and/or other information that has become available since the last update.
- F. *Written approval to commence construction.* The Recipient must make a written request to and receive approval from the Council Grants Office prior to the commencement of construction. If construction is commenced prior to the Council Grants Office approval, the Recipient and/or Subrecipient proceeds at their own risk.

15. Acquisition of Real Property

The acquisition of real property is not an allowable expense under the Award. In the event that acquisition of real property or an interest in real property is identified as necessary to achieve the objectives of the Award, or any amendments thereto, the Recipient shall contact the Council Grants Office for instructions and additional requirements prior to expending any funds related to the acquisition of real property.

16. Insurance

In accordance with 2 CFR § 200.310, the Recipient or Subrecipient, as applicable, must, at a minimum, provide equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by that entity.

17. Bonding

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the minimum bonding requirements are as follows:

- A. A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual instruments as may be required within the time specified.
- B. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- C. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

18. Goals for Women and Minorities in Construction

Department of Labor regulations set forth in 41 CFR § 60-4 establish goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all federally assisted construction contracts in excess of \$10,000. The Recipient and Subrecipient, as applicable, must comply with these regulations and must obtain compliance with 41 CFR § 60-4 from contractors and subcontractors employed in the completion of the project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 CFR § 60-4. The goal for participation of women in each trade area must be as follows:

- A. From April 1, 1981, until further notice: 6.9 percent;
- B. All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 CFR § 60-4.6, or any successor regulations, must hereafter be incorporated by reference into these award terms;
- C. Goals for minority participation must be as prescribed by Appendix B-80, Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications. The Recipient must include the “Standard Federal Equal Employment Opportunity Construction Contract Specifications” (or cause them to be included, if appropriate) in all federally assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 CFR 60-6.

19. Davis-Bacon Act and Related Acts

As applicable, the Recipient and Subrecipient, as applicable, must comply with the provisions of the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148); the Copeland “Anti-Kickback” Act (18 U.S.C. § 874 and 40 U.S.C. § 3145); and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), regarding labor standards for federally assisted construction sub-agreements (wage guarantees).

- A. Davis-Bacon Act-related provisions are applicable for a project if it is for the construction of a project that can be defined as a “treatment works” in 33 U.S.C § 1292; or for a construction project regardless of whether it is a “treatment works” project if it is receiving Federal assistance from another Federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions. When required, prime construction contracts in excess of \$2,000 must include a provision for compliance with the Davis-Bacon Act as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determination made by the Secretary of Labor. In addition, contracts must be required to pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Recipient or Subrecipient, as applicable, must report all suspected or reported violations to the Council.

- B. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act, as supplemented by Department of Labor regulations (29 CFR part 3, “Contracts and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). This Act provides that Recipient, Subrecipient, contractor, or subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation or which he or she is otherwise entitled. The Recipient or Subrecipient, as applicable must report all suspected or reported violations to the Council.
- C. Finally, the Contract Work Hours and Safety Standards Act provides work hour standards for every laborer and mechanic employed by any contractor or subcontractor in the performance of a Federal public works project. All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

20. Inspection and Final Acceptance

The final five percent (5%) of the contract amount for individual project construction contracts will not be drawn down by the Recipient until final approval of construction associated with that contract. The Recipient and Subrecipient, if applicable, will schedule a final inspection when construction has been completed, the architect/engineer has conducted their inspection, and any deficiencies have been corrected. Representatives of the Recipient, the Subrecipient, if applicable, the architect/engineer, the contractor(s), and the Council Staff, if they so desire, will make the final inspection. The Council Programs Officer must be given ten (10) calendar days advance notice of the final inspection so that a Council representative may participate. The Recipient will not draw down the final five percent (5%) of construction contract amounts until the fully executed Notice of Final Acceptance is submitted to and accepted by the Council Grants Office. Certified as-built drawings will be submitted to the Council Grants Office within 90 days of project completion.

FUNDING AUTHORIZATION

Amount of Financial Assistance	Amount of Funding Restriction	Amount of Funding Added to Award	Amount Authorized for ASAP Account	Notes
\$14,326,789.00	\$10, 041,350.00	\$0.00	\$4,285,439.00	Restricted funds include \$41,350 in pre-award costs and \$10,000,000 in project implementation funding

REPORTING SCHEDULE

Reporting Task	Task Due Date
Financial Report	7/30/2019
Performance Report	7/30/2019
Financial Report	1/30/2020
Financial Report	7/30/2020
Performance Report	7/30/2020
Financial Report	1/30/2021
Financial Report	7/30/2021
Performance Report	7/30/2021
Financial Report	1/30/2022
Financial Report	7/30/2022
Performance Report	7/30/2022
Financial Report	1/30/2023
Final Reports	10/29/2023

DESCRIPTION OF WORK TO BE PERFORMED

PROJECT TITLE: Mississippi Gulf Coast Water Quality Improvement Program

EGID: 58

ANTICIPATED START DATE: 3/15/2018

FUNDING REQUESTED: \$14,326,789.00

PROPOSED END DATE: 7/31/2023

PROJECT DESCRIPTION:

Project Narrative: Mississippi Gulf Coast Water Quality Improvement Program

Executive Summary

This program will support the restoration of water quality of Mississippi's coastal water resources by targeting stormwater sources, discharges, and/or wastewater improvements that will result in the improvement of water quality and the restoration and protection of natural resources. Efforts to achieve such improvements will include enhancing the State's understanding of source water quality problems, implementing upgrades, repairs, and/or construction activities associated with stormwater and wastewater systems to restore water quality and promote ecosystem health.

The Gulf Coast Ecosystem Restoration Council (RESTORE Council) has identified restoration of water quality as a restoration goal. Further, as a result of multiple stakeholder engagement forums the State of Mississippi has prioritized the improvement of water quality for promoting ecosystem health, and restoring and revitalizing Mississippi's economy. Restoration and improvement of water quality, as a natural resource, will benefit the marine/coastal ecosystems, habitats, and fisheries, as well as the economy of the Mississippi Gulf Coast Region. Water quality impairment in coastal systems is a global phenomenon (Bennett et al., 2001; Vörösmarty et al., 2010) that is not only limited to nutrient pollution and associated hypoxia, but also tied with bacteriological impairment (Mallin et al., 2000). There are numerous freshwater inputs into Mississippi's bays, estuaries, and the Mississippi Sound, including inputs from urban systems, that result in alterations to water quality. This change in water quality is often associated with changes in water column conditions (i.e., hypoxia, eutrophication, and bacterial loads), and can also lead to the body of water not meeting its intended use (i.e., recreation or fishery) (Mallin et al., 2000; Pennington and Cech, 2010; Spellman, 2010). A significant amount of water quality impairment is attributed to urban runoff, discharge, and overflow issues associated with wastewater management (Dey and Truax, 2012). This is evidenced by direct contact advisories/closures, beach advisories/closures, as well as associations with storm events. However, there are several additional corollary factors that likely contribute to the overall water quality dynamics on the coast that require consideration including source tracking of fecal coliform loads derivations, sediment load variability, and seasonal influences on bacterial levels.

Scope of Work

This program will support the restoration and protection of natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, and coastal wetlands of the Gulf Coast Region through the implementation of a water quality improvement program (GoCoast, 2013; GCERC, 2016). Activities within this program may run concurrently and include, but are not limited to, systematic source tracking to identify sources and stressors of water quality impairment, implementation of new or repairing/upgrading existing stormwater and wastewater systems, and monitoring of implemented projects. This program may be coordinated with other water quality improvement efforts under other *Deepwater Horizon* related funding streams, including water quality activities funded under the Direct Component of the RESTORE Act.

The scope of work can be broken down into four components:

1. Program Management and Oversight
2. Data Management
3. Project Identification and Monitoring
4. Project Implementation

Program Management and Oversight

Program management and oversight will cover all activities associated with the program. MDEQ personnel and its contractors will provide administrative programmatic functions and/or support during the life of the grant. Activities may include, but are not limited to post-grant award management, payment and collections administration, assistance with reporting specific to the activities included in the grant award, and oversight, coordination, and monitoring of grant activities and funds expended under this program. Program Management and Oversight also includes the management and oversight of any sub-recipients and contractors. MDEQ, with contractual support, will undertake program management, coordination, and monitoring activities to ensure compliance with all grant agreement terms and conditions, 2 C.F.R. Part 200, 31 C.F.R. Part 34, the RESTORE Council's Standard Terms and Conditions, applicable Special Award Conditions, and applicable federal, state and local laws and regulations.

Program management and oversight may also include the preparation of information required by the RESTORE Council for the projects identified for implementation under the program, as well as all activities associated with the development, coordination, and execution of the grant award between MDEQ and the RESTORE Council, and the sub-awards between MDEQ and any sub-recipients, and contracts between MDEQ and any contractors. MDEQ contractors will be procured consistent with applicable procurement standards.

Data Management

MDEQ, with contractual support, will manage the data associated with this program in accordance with the procedures outlined in the Observational Data Plan and the Data Management Plan.

Project Identification and Monitoring

Systematic source tracking will be utilized to identify sources and stressors of water quality impairment. Source tracking will exclusively be a Bucket 3 Water Quality Improvement Program scope of work. MDEQ and local city and county entities have extensive databases of water quality impairments, wastewater / stormwater system failures, and stormwater management needs. Source tracking will use the identified water quality impairments (e.g., beach/advisory information, etc.) and systematically work upstream to identify the source of the impairment. Source tracking activities may include water quality sampling, tracking of pollutants, flow monitoring, stormwater and wastewater system testing, and could also include the sampling of marine nearshore sediments to provide an initial assessment of pollutant loading in the system.

Methodologies to be utilized under this component include systematic water quality evaluation and assessment that identifies the source, dynamics, and most cost effective stormwater and wastewater improvement practices to improve water quality (Park et al., 1994; Sharpley et al., 2007; Spellman, 2008), as well as monitoring the success of the respective practices (Kondolf and Micheli, 1995; Spellman, 2008; Lindenmayer and Likens, 2009a, 2009b). Monitoring would also play a role in source tracking and identifying problem source areas, as well as providing data by which individual project performance of water quality improvement can be evaluated.

Through multiple studies across the United States, it has been noted that beach advisories are a result of a myriad of environmental circumstances, including the influence of stormwater, and thus it is imperative to understand the interaction and dynamics of environmental variables, marine nearshore sediments, and stormwater with regard to these advisories. Advisories in the Mississippi Sound are generated through exceedance of the fecal coliform and Enterococci EPA standards. These fecal indicator bacteria (FIB) are used as there is a strong correlation between FIB and human illness (Feng et al. 2016). An additional complication is that coastal beaches are comprised of sands, which is well known in the coastal epidemiological literature to be a diffuse non-point source of FIB (Davies et al., 1995; Whitman and Nevers, 2003; Yamahara et al., 2007; Cheung, et al., 2015; Feng et al, 2016). A number of

factors have been shown to exacerbate exceedance of FIB levels including, a large intra-tidal zone (i.e., supra-tidal sands, Feng et al., 2016), low mean wave energy (Feng et al., 2016), climate (i.e., no overwintering kills of existing bacterial loads, Whitman and Nevers, 2003). Simultaneously, sediments will be tested for source pollutants (e.g., whether fecal coliform is derived from wildlife or humans). Activities may include, but are not limited to, creating a high resolution spatial baseline for FIB levels in the nearshore marine environment; documenting temporal variability within a representative number of sites within the nearshore marine environment; collecting and/or incorporating existing and additional environmental data (wind, temperature, salinity) to understand relationships between FIB nearshore sediment levels, beach advisories, and environmental conditions; and implementing innovative test approaches for removal, reduction, and/or management of nearshore sediment FIB levels. These test approaches would occur at small scales (<1 ac) and would operate under a nested experimental design that maximizes the power of the data (i.e., consideration of treatments, replicates, data collections, and statistical analyses). Additionally, from a methodological perspective, MDEQ will explore bacterial assay methodologies (Laczka et al., 2014). Conventional culture methods not only take several days to obtain definitive results, they can fail in providing identification at species levels (Sanjuan et al., 2009). Under this component, MDEQ will work with bacteria loads to develop a set of new procedures (e.g., quantitative polymerase chain reaction) that will enhance and expand monitoring capabilities in a number of ways such as rapid detection of bacteria (3-4 hours), same-day notification of recreational water quality advisories / releases, as well as help provide MDEQ a mechanism to identify pollution sources within a specific watershed, both point and nonpoint sources.

The state will employ industry standard analytical techniques for the microbiological work to be undertaken including but not limited to membrane filters, multiple tube fermentation methods, and MPN-MMO_MUG ("Colilert) methods for total coliform, incubation of samples to differentiate between *E.coli* and fecal coliforms. All methods will follow American Public Health Association standards (APHA, 2017) as well as USEPA standards for *E.coli* and Enterococci (USEPA 1985). Additionally, MDEQ is interested in understanding fecal contamination derivation (or microbial source tracking) including the constitution of the total bacterial loads analyzed. Microbial source tracking, i.e., the determination the source of fecal pathogen contamination, will similarly follow EPA guidelines, including but not limited to molecular techniques including DNA sequencing, quantitative real-time polymerase chain reaction (qPCR) (Boehm et al., 2013; Cao et al., 2018), and pulsed-field gel electrophoresis (PFGE) (USEPA, 2002). Based on the best available science and study performed by Boehm et al. (2013) HF183 quantitative qPCR method is the most consistent technology for identifying human fecal source identification. Regardless of the method used for microbial source tracking, US EPA laboratory and respective technical experts will be consulted to ensure the most accurate methods are utilized to provide QAQC data towards identifying sources of bacterial loads (Griffith et al. 2013; Cao et al., 2018). Within this project, MDEQ is not interested in ranking sites associated with a human fecal contamination score (Cao et al., 2018), but through project implementation and source specific improvements in bacterial and other pollutant loads MDEQ anticipates changes in the ratios of human : wildlife derived fecal pollution in downstream receiving waters.

The process to project identification and evaluation of the outcome of that specific implementation is linear. Projects may be identified through existing data and analysis that demonstrate direct connectivity to water quality impairments, as well as, through the source tracking process where data gaps exist. The source tracking process provides the analytical guidance and outlines the next steps for project identification. The source tracking process will determine hot-spots for bacterial concentrations moving along an upstream gradient. Respective tributary contributions will be evaluated by examining the respective contributions, including potential concentrations and loads. Further refinement of area through water sample analysis will identify a specific project or a refined and identified source contamination project area. Once an area or a specific project has been identified, additional due diligence (i.e., smoke testing, dye testing, and/or camera inspection), project scoping and coordination will be undertaken, including the determination of monitoring designs (Griffith et al. 2013). Each project may be unique and require varying degrees of additional due diligence but may include cost benefit analyses, economic feasibility, preliminary engineering, environmental compliance and additional pre-construction activities. Additionally, each project will be unique to its monitoring requirements. Considerations for monitoring may include pre-implementation and baseline sampling (likely occurring through the source tracking process, and concurrently through permitting, engineering and design, and leading up to implementation) and individual determination of pollutant of concern and sampling design of post construction monitoring. Though this process is linear, there are likely to be multiple processes occurring, at varying stages in their process, simultaneously across the Mississippi

coast (e.g., one project in E&D phase, while another project is in post-construction monitoring phase). The source tracking and planning phase of the Water Quality Improvement Program will result in projects being identified and dedicated for project implementation either under the Direct Component (Bucket 1) or under the Oil Spill Impact Component (Bucket 3).

Project Implementation

Implementation may include, but is not limited to, engineering and design, any required permitting, and any needed repairs, upgrades, or construction of stormwater and wastewater management systems. MDEQ and/or eligible sub-recipients may implement components of individual projects within the program. Engineering, design, and permitting will be conducted according to State and Federal engineering and design guidelines and standards. Engineering, design and permitting of the identified solutions will utilize and apply standard engineering practices, including certified and stamped plans. Implementation of designed stormwater and wastewater improvement practices will follow standard construction practices, with standard environmental construction practices, including following state and federal standards (Walsh et al., 2005).

For each project implemented, and yet to be identified, project specific work plans (including, but not limited to, budget and budget narrative, project narrative, milestones, environmental compliance, updates to the program ODP/DMP, and GIS files) will be provided to the RESTORE Council to incorporate the newly identified project level information and to release the appropriate funds. See attached flow-chart depicting the “Spill Impact Component (Bucket 3) Water Quality Program Structure.”

Implementation may include all potential activities that would treat and improve water quality moving downstream, which may include, but not limited to, upgrades, repairs, and replacements of sewer lines, wastewater treatment plants, stormwater connections, manholes, pump stations, installation of water control structures and integration of existing drainage canals with green infrastructure, as well as outfall re-design and construction. Engineering and design and construction services will be procured consistent with applicable procurement standards.

Prior to implementation, individual project activities will be coordinated with the Council, as required. When applicable, methodologies will be site specific and will use historic water quality impairment information (e.g., public alerts to problems and concerns), and city/municipality stormwater/wastewater information as a baseline to gauge project success.

Location: This project will take place in the Gulf Coast Region. Please see Project Map Uploads.

Project Duration: This program is anticipated to be award + sixty (60) months. All activities (project management and coordination, project planning, assessment, and monitoring, engineering/design/ permitting, and construction, etc.) are considered to run for the duration of the grant award period. Post-implementation water quality monitoring is expected to occur during the period of performance and continue variably beyond the completion of construction, and/or period of performance, or until project specific metrics are satisfied.

Approach: See scope of work narrative above.

Supporting Information: There are several water quality problems that exist on the Mississippi Gulf Coast, including elevated levels of potentially harmful bacteria. Numerous beach advisories, as well as, restricted and prohibited shellfish growing waters can be attributed to high bacteria numbers. Bacterial impairment can come from a variety of sources – both near the shore and inland including storm-water runoff, boating waste, sewer overflows, wildlife, and other human activities. Elevated levels of bacteria are also associated with strong winds, which stir up sediments, and rain events. Estuarine waters are typically very productive and capable of producing large number of naturally occurring bacteria. The need exists for MDEQ to increase analytical capacity to identify source problems, be able to differentiate the types of bacteria that exist in our waters, and thus, better understand water quality dynamics. Determining what sources are creating or contributing to water quality impairments, through source tracking and other source/problem identification methods is imperative to improving water quality. Once problems are identified, for those sources associated with certain infrastructure deficiencies, engineering and design may allow more sustainable approaches to be taken that are intended to ensure the sustainability of long-term water

quality improvement. The described methodologies in the above Scope of Work section are scientifically defensible and allow for an operational decision-making process to best improve water quality impairments.

Risks and Uncertainties (Risk Mitigation Planning)

Uncertainties lie in inadequate planning to achieve desired water quality improvements as a result of the repair, upgrade, and/or construction that is implemented. Further uncertainty lies in the exact practice that needs to be implemented, the extent of the practice, as well as, the utilization of multiple practices. This uncertainty results in a highly variable cost for implementation. By undertaking due diligence on source tracking and narrowing in, through water quality monitoring and beach advisory information to the area of concern, the risk associated with not seeing measurable improvements in water quality as a result of implementation are mitigated. Furthermore, through specific tasks and objectives for planning and evaluation, uncertainty in the scientific basis for implementation is reduced, as well as, the types of practices to be implemented and their respective costs.

MDEQ has significant experience in implementing water quality improvement projects across the State of Mississippi, with a particular emphasis on the Mississippi Gulf Coast. MDEQ managed and provided oversight to the Community Development Block Grant (CDBG) program that invested over \$600 million in wastewater improvement projects in the five (5) Mississippi coastal counties affected by Hurricane Katrina.

An identified risk of implementation of best management practices (BMP) in stream restoration is the effect on water flow, specifically causing flooding and drainage issues to upstream urban areas. Specific engineering and design of wastewater/stormwater improvement practices will evaluate the risk for said practices to influence and control water flow, and ensure that design maximizes water quality mitigation. With diligent and effective planning prior to implementation, as well as post construction monitoring, uncertainties and risks of not improving water quality moving into the Mississippi sound are significantly decreased.

Sea level rise and storm surge are two risks and uncertainties to project implementation performance. Given the variability in sea level rise prediction as well as the anticipated immediate ecosystem service benefits of the implementation of sewer and wastewater infrastructure, is unlikely that pipe infrastructure implementation will consider sea-level rise. Hummel et al. (2018) summarized a national assessment of coastal wastewater treatment facilities at risk for sea level rise. Mississippi was classified as low risk, with low exposure across a sea level rise gradient from 1ft to 6ft. However, with respect to storm surge, certain upgrades (i.e., pump stations, backflow valves, electrical connections etc.) could be based on storm surge predictions and to ensure lack of failure under those conditions.

Adaptive Management Strategy: Implemented projects will be monitored for their effectiveness in improving water quality in the respective identified water resource impairments, as applicable. For all impairments, trends over time could be compared to long-term advisory information to document changes. These trends could also be closely paired with environmental conditions of water flow and climate to highlight and provide reasoning for any documented changes. Additional monitoring and evaluation criteria could include: modeling estimates for changes in infiltration and inflow, pressure gauge and/or smoke testing, pollutant monthly and stormwater event sampling, and flow. Regardless of the criteria, pre/post implementation methodologies will inform the identification of project changes to water quality. Post implementation monitoring will identify project specific outcomes. If monitoring does not show progress towards those outcomes, additional vetting of project implementation success, and/or the identification of additional problem areas will occur to further improve water quality success criteria.

Water quality improvement projects implemented through this program may be operated and maintained by either MDEQ or eligible sub-recipient(s) both during and after the period of performance. Operation and maintenance activities necessary beyond the scope of work for this program will be funded by local funding sources (e.g., through MDEQ or through eligible sub-recipient(s)).

Leveraged Funds: No leveraged funds are currently anticipated. Leveraged resources will be dependent on the individual implemented projects. Water Quality Improvement Program in Bucket 3 will build upon and coordinate with several funding sources, including:

- Direct Component RESTORE:
 - Strategic Stream Restoration – approx. \$5 million
 - Water Quality Improvement Program – approx. \$11 million
- National Fish and Wildlife Foundation
 - Coastal Streams Initiative – approx. \$3.6 million
 - Outfalls Design Challenge – approx. \$500,000

In all opportunities, MDEQ will look to coordinate projects to maximize restoration investment.

Milestones/Milestone Type Budget Summary: Please see milestone information in RAAMS.

Metrics:

This program supports the following Initial Comprehensive Plan objective:

- Restore, Improve, and Protect Water Resources (*Template 2*);

The activities associated with this template are identified by the following RAAMS Metrics:

- Planning, Research, and Monitoring – Number of Studies/Models Used to Inform Management (PRM010)
- Planning Research, and Monitoring – Number of E&D Plans Developed (PRM011)

Additional metrics may include reduction in nutrient loading (HM001, HM002, HM003, etc.), reduction in bacterial loading (no existing metric), reduction in suspended sediment (no existing metric), and upgrades to stormwater and/or wastewater systems (no existing metrics). These potential metrics will be assigned on a project-specific basis and all required documentation (ODP, DMP, RAAMS) will be provided at that time.

These metrics were selected because the anticipated outcomes of the water quality improvement program are expected to be:

- Identified sources of water quality impairment; and
- Implementation of new or repairing/upgrading existing stormwater and wastewater systems.

The quantifiable outcomes for this program will be measured by:

- Upgrades to stormwater and/or wastewater systems;
- Number of engineering and design plans;
- Number of projects implemented; and,
- Number of research studies.

The quantifiable outcomes on a project specific basis may be measured by:

- Pollutant load reductions;
- Number of engineering and design plans; and,
- Number of research studies.

As additional project workplans are submitted to the Council these project specific outcomes will be updated accordingly.

Environmental Compliance: Please see environmental compliance information in RAAMS. Similar to project specific implementation information, environmental compliance check-lists and required environmental compliance information will be provided on individual projects as identified. All specific environmental compliance needs will be identified during project identification and development activities.

References:

- APHA. 2017. *Standard methods for the examination of water and wastewater*. 23rd ed. American Public Health Association, Washington, DC.
- Bennett, E.M. Carpenter, S.R., Caraco, N.F. 2001. Human impact on erodible phosphorus and eutrophication: a global perspective. *Bioscience* 51(3): 227-234
- Cao, Y., M. Sivaganesan, M., C.A. Kelly, D. Wang, A.B. Boehm, J.F. Griffith, S.B. Weisburg, and O.C. Shanks. 2018. A human fecal contamination score for ranking recreational sites using HF183/BacR287 quantitative real-time PCR method. *Water Research* 128: 148-156
- Cheung, P. K., P. F. Li, W. H. Lau, C. M. Chiu, S. W. Yuen, and D. M. Baker. 2015. To swim or not to swim? A disagreement between microbial indicators on beach water quality assessment in Hong Kong. *Marine Pollution Bulletin* 101:53-60.
- Davies, C. M., J. A. H. Long, M. Donald, and N. J. Ashbolt. 1995. Survival of fecal microorganisms in marine and freshwater sediments. *Applied and Environmental Microbiology* 61:1888-1896.
- Dey, A., and D.D. Truax. 2012. Evaluation of On-site Wastewater Disposal Systems in Mississippi Coastal Areas. *Water Air Soil Pollut.* 223:2145–2156
- GCERC, 2016. Comprehensive Plan Update 2016. Restoring the Gulf Coast’s ecosystem and the economy. Gulf Coast Ecosystem Restoration Council, New Orleans, Louisiana.
- GoCoast 2013. GoCoast 2020 Final Report. GoCoast 2020 Commission, Final Plan Issued January, 2013.
- Griffith, J.F., B.A. Layton, A.B. Boehm, P.A. Holden, J.A. Jay, C. Hagedorn, C.D. McGee, and S.B. Weisburg. 2013. The California microbial source identification manual: a tiered approach to identifying fecal pollution sources to beaches. Technical Report 804, Southern California Coastal Water Research Project (SCCWRP).
- Hummel M.A., M.S. Berry, and M.T. Stacey. 2018. Sea level rise impacts on wastewater treatment systems along the US Coasts. *Earth’s Future* 6: 622-633
- Feng, Z., A. Reniers, B. K. Haus, H. M. Solo-Gabriele, and E. A. Kelly. 2016. Wave energy level and geographic setting correlate with Florida beach water quality. *Marine Pollution Bulletin* 104:54-60.
- Field, K.G., Samadpour, M. 2007. Fecal source tracking, the indicator program, and managing water quality. *Water Research* 41(16): 3517-3538
- Kondolf, G.M., and Micheli, E.R. 1995. Evaluating stream restoration projects. *Environmental Management* 19(1): 1-15
- Laczka, O.F., Labbate, M., Seymour, J.R., Bourne, D.G., Fielder, S.S., Doblin, M.A. 2014. Surface immuno-functionalization for the capture and detection of *Vibrio* species in the marine environment: a new management tool for industrial facilities. *PLOS ONE* 9(10): e108387
- Lindenmayer, D. B., and G. E. Likens. 2009a. Improving ecological monitoring. *Trends in Ecology and Evolution* 24:200-201.
- Lindenmayer, D. B., and G. E. Likens. 2009b. Adaptive monitoring: a new paradigm for long term research and monitoring. *Trends in Ecology and Evolution* 24:482-486.

- Mallin, M.A., Williams, K.E., Esham, E.C., Lowe, R.P. 2000. Effect of human development on bacteriological water quality in coastal watersheds. *Ecological Applications* 10(4): 1047-1056
- Park, S. W., S. Mostaghimi, R. A. Cooke, and P. W. McClellan. 1994. BMP impacts on watershed runoff, sediment, and nutrient yields. *Water Resources Bulletin* 30:1011-1023.
- Pennington, K. L., and T. V. Cech. 2010. *Introduction to water resources and environmental issues*. Cambridge University Press, Cambridge, UK.
- Sanjuan, E., Fouz, B., Oliver, J.D., Amaro, C. 2009. Evaluation of genotypic and phenotypic methods to distinguish clinical from environmental *Vibrio vulnificus* strains. *Appl Environ Microbiol* 75(6):1604–1613.
- Spellman, F.R. 2008. *The Science of Water: concepts and applications*. 2nd Edition. CRC Press, Taylor and Francis Group, New York, NY.
- Spellman, F.R. 2010. *The Science of Environmental Pollution*. 2nd Edition. CRC Press, Taylor and Francis Group, New York, NY.
- Sharpley, A. N., T. Krogstad, P. J. A. Kleinman, B. E. Haggard, F. Shigaki, and L. S. Saporito. 2007. Managing natural processes in drainage ditches for nonpoint source phosphorus control. *J. Soil Water Conserv.* 62:197-206.
- USEPA. 1985. *Test methods for Escherichia coli and enterococci in water by the membrane filter procedure (Method #1103.1)*. EPA 600/4-85-076. U.S. Environmental Protection Agency, Environmental Monitoring and Support Laboratory, Cincinnati, OH.
- USEPA. 2002. Wastewater technology fact sheet: bacterial source tracking. EPA 832-F-02-010. U.S. Environmental Protection Agency, Office of Water, Municipal Technology Branch, Washington D.C.
- Vörösmarty, CJ, McIntyre, PB, Gessner, MO, Dudgeon, D, Prusevich, A, Green, P, Glidden, S, Bunn, SE, Sullivan, CA, Reidy Liermann, C & Davies, PM 2010. Global threats to human water security and river biodiversity. *Nature*, vol. 467, no, 7315, pp. 555-561.
- Walsh, C.J., Fletcher, T.D., Ladson, A.R. 2005. Stream restoration in urban catchments through redesigning Stormwater systems: looking to the catchment to save the stream. *Journal of the North American Benthological Society* 24(3): 690-705
- Whitman, R. L., and M. B. Nevers. 2003. Foreshore sand as a source of *Escherichia coli* in nearshore water of a Lake Michigan Beach. *Appl. Environ. Microbiol* 69:5555-5562.
- Yamahara, K. M., B. A. Layton, A. E. Santoro, and A. B. Boehm. 2007. Beach sands along the California coast are diffuse sources of fecal bacteria to coastal waters. *Environ. Sci. Technol.* 41:4515-4521.

Mississippi Gulf Coast Water Quality Improvement Program

The following section outlines and explains the budget for the Water Quality Improvement Program. All funds will be used for activities specific to this program. The budget associated with this project reflects the anticipated level of effort to implement the Water Quality Improvement Program throughout the life of the grant. MDEQ personnel, with existing contractual support, will execute the scope of work described in the project narrative. MDEQ will follow State Procurement law for procuring services, including equipment, vehicles and supplies, related to this program which is consistent with procedures followed when using non-federal funds.

Pre-Award Activities

Estimated Funding Amount: \$41,350.00

Funding Source: RESTORE Funds

Pre-Award activities carried out by MDEQ personnel during the pre-award period may include, but are not limited to, the development, coordination, and execution of a grant award between MDEQ and the RESTORE Council, as well as program delivery components described in the project narrative (i.e., Components #1-3), which include project management and oversight, data management, and project identification and monitoring.

a. Personnel^[1] – Estimated \$6,522.00

Director of the Office of Oil Spill Restoration

Estimated Time: 1% of 6 months

Compensation: \$456.00

Environmental Engineer IV

Estimated Time: 3% of 6 months

Compensation: \$1,365.00

Environmental Admor III

Estimated Time: 5% of 6 months

Compensation: \$1,983.00

OR Accounting Chief

Estimated Time: 5% of 6 months

Compensation: \$1,672.00

DEQ Staff Counsel

Estimated Time: 4% of 6 months

Compensation: \$1,046.00

[1] Position titles reflect official state and contractual titles and may not accurately reflect the nature of the work performed by the individual. Proposed rate is comparable to position titles providing similar services. The proposed compensation is consistent with that paid to other personnel engaged in similar work within and outside MDEQ.

- b. Fringe – Estimated \$2,022.00
MDEQ's fringe benefit rate is calculated as 31% of the personnel costs. The fringe benefit rate is comprised of:
- 6.20% Social Security
 - 1.45% Medicare
 - 15.75% Retirement
 - 5.60% Health Insurance
 - 2.00% Worker's Compensation
- c. Travel – Estimated \$182.00
MDEQ – It is estimated that MDEQ personnel may make 1 round trip to the Mississippi Gulf Coast. The purpose of the trip will be for MDEQ personnel to visit the Mississippi Gulf Coast to participate in compatibility, coordination, and restoration planning activities.
- Hotel - 1 hotel night at \$100.00 per night = \$100.00
 - Number of Trips: 1
 - Estimated 2 days per round trip
 - 2 days at \$41.00 per day = \$82.00
- d. Equipment – Estimated \$0.00
There are no estimated equipment costs associated with this task.
- e. Supplies – Estimated \$55.00
Supplies include consumables such as paper, ink, binders, and other supplies specific to the activities occurring in this task. Supplies also include the cost of mileage.
Approximately 1 trips to Mississippi Gulf Coast (320 miles round trip)
- f. Contractual Costs – Estimated \$27,944.00
Contractual support includes support of activities carried out by MDEQ personnel during the pre-award period. Activities may include, but are not limited to, the development, coordination, and execution of a grant award between MDEQ and the RESTORE Council, as well as program delivery components described in the project narrative (i.e., Components #1-3), which include program management and oversight, data management, project identification and monitoring, legal and financial support for water quality improvement activities.
- Covington Civil and Environmental, LLC - Program Management and Technical Support \$27,944.00
 - Balch and Bingham, LLP – Legal \$0.00
- e. Other – Estimated \$0.00
There are no estimated other costs associated with this task.
- h. Indirect Costs – Estimated \$4,625.00
Indirect costs are calculated using MDEQ's Negotiated Indirect Cost Rate Agreement approved by the U.S. Environmental Protection Agency (EPA). The current approved indirect rate is 54.13% of the personnel and fringe sub-total.

Post-Award Activities

Estimated Funding Amount: \$4,285,439.00

Funding Source: RESTORE Funds

Post-Award activities carried out by MDEQ personnel throughout the life of the grant may include, but are not limited to, the program delivery components described in the project narrative (i.e., Components #1-#3), which include program management and oversight, data management, and project identification and monitoring.

a. Personnel[1] – Estimated \$593,387.00

Director of the Office of Restoration

Estimated Time: 10% of 60 months

Compensation: \$45,552.00

Environmental Engineer IV

Estimated Time: 13% of 60 months

Compensation: \$59,164.00

Environmental Admor III

Estimated Time: 21% of 60 months

Compensation: \$83,298.00

Environmental Engineer in Training

Estimated Time: 21% of 60 months

Compensation: \$41,933.00

OR Accounting Chief

Estimated Time: 12% of 60 months

Compensation: \$40,123.00

OR Administrative Assistant

Estimated Time: 2% of 60 months

Compensation: \$4,580.00

OR Accountant/Auditor

Estimated Time: 2% of 60 months

Compensation: \$5,119.00

DEQ Staff Counsel

Estimated Time: 3% of 60 months

Compensation: \$7,847.00

FSD Chief

Estimated Time: 20% of 60 months

Compensation: \$71,427.00

FSD Environmental Scientist I

Estimated Time: 40% of 60 months

Compensation: \$53,373.00

FSD Environmental Scientist I
Estimated Time: 40% of 60 months
Compensation: \$53,373.00

FSD Environmental Scientist I
Estimated Time: 40% of 60 months
Compensation: \$53,373.00

FSD Environmental Scientist IV
Estimated Time: 30% of 60 months
Compensation: \$74,225.00

b. Fringe – Estimated \$183,950.00

MDEQ's fringe benefit rate is calculated as 31% of the personnel costs. The fringe benefit rate is comprised of:

6.20% Social Security
1.45% Medicare
15.75% Retirement
5.60% Health Insurance
2.00% Worker's Compensation

c. Travel – Estimated \$16,380.00

MDEQ – It is estimated that MDEQ personnel may make 90 round trips to the Mississippi Gulf Coast.

The purpose of the trips will be for MDEQ personnel to visit the Mississippi Gulf Coast to participate in Water Quality Improvement Program activities.

Hotel
90 hotel nights at \$100.00 per night = \$9,000.00
Number of Trips: Approximately 90 trips to Mississippi Gulf Coast (320 miles round trip)
Estimated 2 days per round trip
180 days at \$41.00 per day = \$7,380.00

d. Equipment – Estimated \$25,000.00

MDEQ will require one vehicle for staff use in water quality sampling and monitoring. The estimated vehicle cost is \$25,000.00.

e. Supplies – Estimated \$482,596.00

Supplies include consumables such as paper, ink, binders, and other supplies specific to the activities occurring in this task. Supplies also include items necessary for water sample testing and analysis. Examples of supplies needed may include laboratory supplies (sample bottles, petri dishes, cylinders, beakers, etc.), field supplies (coolers, sampling containers, shovels, personal protection materials, flagging, etc.). Types of supplies needed and quantities of supplies required will be based upon specific microbiological protocols and duration and frequency of testing activities, which will be determined during project development and implementation. Water testing and analysis supplies may be used by MDEQ personnel and contractors supporting MDEQ activities. Supplies also include the cost of mileage for MDEQ travel and fieldwork.

f. Contractual Costs(1) – Estimated \$2,563,353.00

Contractual support includes program management, legal and financial support for Water Quality Improvement Program activities.

Covington Civil and Environmental, LLC
Program Management and Technical Support \$1,353,453.00

Balch and Bingham, LLP
Legal Support \$195,000.00

MDEQ Other Contractual
Feasibility, monitoring support, studies, source tracking, etc. \$1,000,000.00

Other Contractual expenses may include, but are not limited to:
Printing, auditing, monitoring, etc. \$10,000.00
Analytical computer software for microbiological analyses. \$4,900.00

e. Other – Estimated \$0.00

There are no estimated other costs associated with this task.

h. Indirect Costs – Estimated \$420,773.00

Indirect costs are calculated using MDEQ's Negotiated Indirect Cost Rate Agreement approved by the U.S. Environmental Protection Agency (EPA). The current approved indirect rate is 54.13% of the personnel and fringe sub-total.

Project Implementation

Estimated Funding Amount: \$10,000,000.00

Funding Source: RESTORE Funds

"MDEQ may implement projects (or components thereof) directly, through contractual services, or through eligible subrecipients. MDEQ will evaluate the needs and requirements of each project selected for implementation to determine the most effective and efficient method of implementation (i.e. through contract or through subaward). A detailed budget and budget narrative will be provided to the RESTORE Council for each project implemented through subgrant or contract, as described in the project narrative. It is anticipated that any subrecipient identified will be municipal or county governmental entities for site implementation activities within local jurisdictional boundaries. Subrecipients, if non-state entities, will be required to follow federal procurement standards."

a. Other Contractual Costs – Estimated \$5,000,000.00

Other Contractual Costs related to project implementation may include contracting for engineering and design, any required permitting, and any needed repairs, upgrades, or construction of stormwater and wastewater management systems.

b. Other (Subaward) – Estimated \$5,000,000.00

Other Subaward Costs related to project implementation may include subawards to eligible entities for Water Quality Improvement Projects for engineering and design, any required permitting, and any needed repairs, upgrades, or construction of stormwater and wastewater management systems.

BUDGET SUMMARY

	Amount
Personnel	\$785,881.00
Personnel	\$599,909.00
MDEQ Staff	\$599,909.00
Fringe Benefits	\$185,972.00
Fringe Benefits	\$185,972.00
Travel	\$16,562.00
Travel	\$16,562.00
Mississippi Gulf Coast	\$16,562.00
Construction	\$0.00
Construction management/legal expenses	\$0.00
Land, structures, rights-of-way, appraisals, etc.	\$0.00
Relocation expenses and payments	\$0.00
Architectural and engineering fees	\$0.00
Other architectural and engineering fees	\$0.00
Project inspection fees	\$0.00
Site work	\$0.00
Demolition and removal	\$0.00
Construction	\$0.00
Contingencies	\$0.00
Equipment	\$25,000.00
Equipment	\$25,000.00
Water Sampling Vehicle	\$25,000.00
Supplies	\$482,651.00
Supplies	\$482,651.00
Supplies - Program Management & Oversight	\$12,551.00
Supplies - Water Quality Testing	\$470,100.00
Other Direct Costs	\$0.00
Other Direct Costs	\$0.00
Miscellaneous	\$0.00
Subrecipients and Contractors	\$12,591,297.00
Subrecipient	\$5,000,000.00
Project Implementation	\$5,000,000.00
Contractor	\$7,591,297.00
Covington Civil and Environmental, LLC	\$1,381,397.00
Balch and Bingham LLP	\$195,000.00
Other Contractual	\$10,000.00
Feasibility, Monitoring, Etc.	\$1,000,000.00
Project Implementation	\$5,000,000.00
Analytical computer software for microbiological a	\$4,900.00
Total Direct Costs	\$13,901,391.00
Indirect Charges	\$425,398.00
Indirect Charges	\$425,398.00
MDEQ's Negotiated Indirect Cost Rate of 54.13% is applied to Salary plus Fringe Benefits. 6/30/2018 Fixed	\$425,398.00
Total Indirect Costs	\$425,398.00
Total GCERC Costs	\$14,326,789.00
Co-Funding	\$0.00
Co-Funding	\$0.00
Total Project Costs	\$14,326,789.00
Income	\$0.00
Project (program) income	\$0.00

CASH DRAWDOWN PROJECTION

From:	To:	Cash Projection:	Running Total:
08/01/2018	09/30/2018	\$6,891.67	\$6,891.670
10/01/2018	03/31/2019	\$1,463,002.23	\$1,469,893.900
04/01/2019	09/30/2019	\$1,428,543.90	\$2,898,437.800
10/01/2019	03/31/2020	\$1,428,543.90	\$4,326,981.700
04/01/2020	09/30/2020	\$1,428,543.90	\$5,755,525.600
10/01/2020	03/31/2021	\$1,428,543.90	\$7,184,069.500
04/01/2021	09/30/2021	\$1,428,543.90	\$8,612,613.400
10/01/2021	03/31/2022	\$1,428,543.90	\$10,041,157.300
04/01/2022	09/30/2022	\$1,428,543.90	\$11,469,701.200
10/01/2022	03/31/2023	\$1,428,543.90	\$12,898,245.100
04/01/2023	07/31/2023	\$1,428,543.90	\$14,326,789.000
Projection Sum:			\$14,326,789.00

Cash drawdown projections will be updated with each semi-annual financial report.

MILESTONES

Milestone	Area of Effort	Description	Start Date	Expected Date	Amount	Deliverable
Program Management & Oversight	Project Oversight and Grants Management	Program management and administration includes the oversight and coordination of project activities. There is no deliverable associated with this Milestone/Activity.	08/01/2018	07/31/2023	\$994,691.00	No
Data Management and Reporting	Data Management and Reporting	MDEQ will manage the data associated with this milestone in accordance with the procedures outlined in the Observational Data Plan and the Data Management Plan. The deliverable for this Milestone/Activity will be annual updates to the ODP and DMP.	08/01/2018	07/31/2023	\$242,156.00	Yes
Project Identification and Monitoring	Implementation: Non-Construction	Systematic source tracking will be utilized to identify sources and stressors of water quality impairment. Projects may be identified through existing data and analysis that demonstrate direct connectivity to water quality impairments, as well as, through the source tracking process where data gaps exist. Once an area or a specific project has been identified, additional due diligence, project scoping and coordination will be undertaken. Each project may be unique and require varying degrees of additional due diligence but may include cost benefit analyses, economic feasibility, preliminary engineering, environmental compliance and additional pre-construction activities. Deliverables for this milestone include: Source tracking and testing results; Preliminary due diligence and feasibility studies for potential projects identified by source tracking and testing; and, Identification and development of projects for implementation.	08/01/2018	07/31/2023	\$3,089,942.00	Yes
Project Implementation	Construction	Engineering/Design, Permitting, and Construction activities for Water Quality Improvement Projects. Deliverables for this milestone/activity include:	08/01/2018	07/31/2023	\$10,000,000.00	Yes

		Engineering and design documents (including permits required) for projects identified; Completed implementation of water quality improvement activities; and Record drawings of completed construction activities.				
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APPROVED METRICS

Template Name:	Planning, Research, Monitoring
Metric Name:	PRM004 - Monitoring - # monitoring programs - implemented

Baseline	0.00
Current	0.00
Completion	0.99

Notes:	* 0.99 represents a metric value that is to be determined and will be updated at a later date
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Template Name:	Community Resilience
Metric Name:	RES002 - Community Resilience - # upgrades to stormwater and/or wastewater systems

Baseline	0.00
Current	0.00
Completion	0.99

Notes:	* 0.99 represents a metric value that is to be determined and will be updated at a later date
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Template Name:	Planning, Research, Monitoring
Metric Name:	PRM011 - Restoration planning/design/permitting - # E&D plans developed

Baseline	0.00
Current	0.00
Completion	0.99

Notes:	* 0.99 represents a metric value that is to be determined and will be updated at a later date
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Template Name:	Planning, Research, Monitoring
Metric Name:	PRM010 - Research - # studies used to inform mgmt

Baseline	0.00
Current	0.00
Completion	0.99

Notes:	* 0.99 represents a metric value that is to be determined and will be updated at a later date
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OBSERVATIONAL DATA PLAN

Project Name: Mississippi Gulf Coast Water Quality Improvement Program

Agency: Mississippi Department of Environmental Quality

Current Project Phase:

☒ **Planning**

☐ **Implementation**

☐ **Post-Implementation**

Observational Data Plan Element Type:

☐ **Planning**

☒ **Implementation**

☐ **Post-Implementation**

Project Observational Data Plan Point of Contact(s):

Isik Sebuktekin, 601-291-1577, isebuktekin@mdeq.ms.gov

Robbie Kröger, 228-396-0486, rkroger@cce.ms

Expected Observation Data Collection Start Date and End Date for Overall Project:

5/1/2018 – 04/30/2023

Short Description of the Project Location: Hancock, Harrison, or Jackson County, Mississippi. Implementation of upgrades, repairs, and/or construction activities associated with stormwater and wastewater systems may occur in any of the three coastal counties.

Short Description of the Overall Project Construction Features (if applicable): Not applicable at this time. The ODP will be updated as construction details become available.

Consistency with Local or Regional Planning/Monitoring Efforts (if applicable): Restoration of water quality has been identified as a major restoration goal by the Gulf Coast Ecosystem Restoration Council (GCERC 2016), as well as by multiple stakeholder groups and forums within the state of Mississippi (GoCoast 2013). Water resources was identified as a priority program in the *Mississippi Gulf Coast Restoration Plan* (MDEQ, 2015). Additionally, the following planning documents outline the importance of improving water quality along the Mississippi Gulf Coast:

- The *Gulf Coast Ecosystem Restoration Task Force* (GCERTF 2011) has identified restoration of water quality as one of four main restoration goals, with reduction of pollutants and pathogens from stormwater flows listed as a major action under that goal.
- The *Ocean Conservancy* (OC 2011) identified reduction of land-based pollutants as important to marine resources.

- The *National Wildlife Federation* (NWF 2015) discusses the importance of water quality near-shore for a host of habitats and species.
- The *Mississippi State Wildlife Action Plan* (MDWFP 2016) highlights stormwater runoff as a threat to habitats associated with developed areas that should be managed.
- *Wildlife Mississippi's* (Wildlife Mississippi 2014) strategic document highlights water quality protection in the context of sustainable development and “green” growth.

MDEQ will also follow existing standard protocols associated with nutrient, sediment, and bacterial analyses. MDEQ will follow current USEPA standard and QAQC protocols for nutrient, sediment, and bacterial analyses according to their respective analytical standards. The state will employ industry standard analytical techniques for the microbiological work to be undertaken including but not limited to membrane filters, multiple tube fermentation methods, and MPN-MMO_MUG (“Colilert”) methods for total coliform, incubation of samples to differentiate between *E.coli* and fecal coliforms. All methods will follow American Public Health Association standards (APHA, 2017) as well as USEPA standards for *E.coli* and Enterococci (USEPA 1985). Bacterial source tracking, i.e., the determination the source of fecal pathogen contamination will similarly follow EPA guidelines, including but not limited to molecular techniques including DNA sequencing, polymerase chain reaction (PCR), and pulsed-field gel electrophoresis (PFGE) (USEPA, 2002).

Overall Project Goals and Objectives: Restore water quality of the Mississippi Gulf Coast by implementing upgrades and repairs necessary to restore and protect natural resources. This project supports the following Initial Comprehensive Plan objective: Restore, Improve, and Protect Water Resources (*Template 2*). MDEQ will complete analysis and evaluations of the current stormwater and wastewater systems and outputs. Once these activities are complete, additional projects will be identified.

Overall program

Specific Goals and Objectives:

1. Field Surveys, Investigations, Studies, and Reports

Additional goals and objectives will be identified as projects are identified. The ODP will be updated as specific projects are identified.

Metrics (as part of RAAMS grant or IAA):

- A: Planning, Research, and Monitoring – Number of Studies/Models Used to Inform Management (PRM010)
- B: Planning, Research, and Monitoring – Number of E&D Plans Developed (PRM011)

Additional metrics may include reduction in nutrient loading (HM001, HM002, HM003, etc.), reduction in bacterial loading (no existing metric), reduction in suspended sediment (no existing metric), and upgrades to stormwater and/or wastewater systems (no existing metrics). These potential metrics will be assigned on a project-specific basis and all required documentation (ODP, DMP, RAAMS) will be provided at that time.

Identification of Metrics and Associated Measures/Variables/Parameters and Success Criteria:

Metric A: Planning, Research, and Monitoring – Number of Studies/Models Used to Inform Management (PRM010)

- Description: Studies will be used to conduct comprehensive water quality assessment over space and time (capturing spatial and temporal dynamics). Following baseline data mining and analysis of data, a plan will be established that identifies the next round of areas to be sampled (some areas monitoring frequency and intensity of sampling will increase, whereas in other areas sampling effort will decrease). Data visualization techniques (including but not limited to maps, trend lines, spatial intensity histograms) will be used to identify impaired areas, after which additional sampling will facilitate source tracking and provide

additional baseline/pre-implementation assessments for designing and conducting site-specific improvement projects. Supporting analyses (including sediment analyses, fine scale temporal sampling of specific sites, bacteria identification, and source differentiation) will help reveal mechanisms or pathways of impairment and identify potential site-specific improvement projects (note: project sites may not occur in the impairment areas they target to improve)

- Success Criteria: Number of Data Visualization materials reflecting outcomes of monitoring and research efforts (including but not limited to spatial and temporal variations in nutrients, bacteria, sediment, and/or other potential impairments within and across systems). This information is directly informed by the number and types of water quality projects (*Target # TBD before project selection*). Therefore, this information will be provided to the RESTORE Council prior to the approval of a project narrative amendment. The ODP will be updated as details become available.
 - Measure 1: Number of data visualization materials produced
 - Success Criteria:
 - Areas, and times where high levels of nutrients, bacteria, and/or sediment are entering the system
 - Identification of sources of bacterial sediment loads
 - Measure 2: Number of impairment areas identified
 - Measure 3: Number of potential improvement sites identified via impairment source tracking and supporting analyses (target TBD before project implementation)

Metric B: Planning, Research, and Monitoring – Number of E&D Plans Developed (PRM011)

- Success Criteria: TBD. This information is directly informed by the by the number and types of impairment sites and number of potential improvements sites identified. Therefore, this information will be provided to the RESTORE Council prior to the approval of a project narrative amendment. The ODP will be updated as details become available.
 - Measure 4: Draft E&D plans developed
 - Success Criteria: Draft E&D plans completed and certified

Metric C: Water Quality Improvement - # upgrades to stormwater and wastewater systems

- Success Criteria: TBD before project implementation.
 - Measure 5: # upgrades to stormwater and wastewater systems
 - Success Criteria: # of upgrades successfully completed

Metric D: Monitoring - # of monitoring programs implemented (PRM004)

- Success criteria: TBD upon implementation of project
 - Measure 6: number of post-construction monitoring designs in place evaluating improvements
 - Success Criteria: TBD – as each project is submitted the respective pollutant/measure will be decided and site specific parameters outlined, including defining success criteria, methods, etc.

Identification and Discussion of the Reference Sites/Conditions: N/A/ This project does not include the identification and discussion of reference sites due to the early planning stage of this project. Preliminary baseline and pre-implementation data will be derived from initial source tracking efforts.

Potential Corrective Actions:

Metric A: Planning, Research, and Monitoring – Number of Studies/Models Used to Inform Management

- Measure 1: Water quality evaluation
 - Potential Corrective Action: N/A. Analysis must be completed to meet the success criteria.

- Measure 2: Number of impairment areas identified
 - Potential Corrective Action: N/A. Analysis must be completed to meet the success criteria.
- Measure 3: Number of potential improvement sites identified via impairment source tracking and supporting analyses
 - Potential Corrective Action: Engaging with respective city engineers and municipalities to help pin point locations, problems, and/or issues to refining criteria for design.

Metric B: Planning, Research, and Monitoring – Number of E&D Plans Developed

- Measure 4: Draft E&D plans developed
 - Potential Corrective Action: N/A. Plans must be completed to meet the success criteria.

Metric C: Water Quality Improvement - # upgrades to stormwater and wastewater systems

- Measure 5: # upgrades to stormwater and wastewater systems
 - Potential Corrective Action: Engaging with respective city engineers and municipalities to help pin point additional locations, problems, and/or issues to refining criteria for design.

Metric D: Monitoring - # of monitoring programs implemented (PRM004)

- Measure 6: number of post-construction monitoring designs in place evaluating improvements
 - Potential Corrective Action: Adding additional frequency/intensity elements will be evaluated to understand data trends.

Baseline Condition Sampling/Data Mining Plan:

Metric A: PRM010 – Number of Studies/Models Used to Inform Management (PRM010)

- Measure 1: Existing water quality data from the Beach Monitoring data as well as other sources will be mined. Additional sampling sites will be established to create an extensive baseline sampling catalog. Baselines will be refined with time, based on project ID, and non-detects at certain sites.
- Measure 2: No existing bacterial source tracking studies
- Measure 3: Number of potential improvement sites identified via impairment source tracking and supporting analyses. Validating with WQ sampling and analysis will establish/identify some initial sites.

Currently MDEQ is the only agency that collects microbiological and nutrient related water quality samples along Mississippi beaches and nearshore within Mississippi coastal waters. All data is housed within MDEQ and data that has been QA/QC'ed is public discoverable and available. This will serve as the initial baseline data including initial trend analyses. The availability of additional water quality data within the coastal streams, bayous, and stormwater conveyance ditches is negligible.

Metric B: Planning, Research, and Monitoring – Number of E&D Plans Developed

- Measure 4: N/A

Metric C: Water Quality Improvement - # upgrades to stormwater and wastewater systems

- Measure 5: N/A

Metric D: Monitoring - # of monitoring programs implemented (PRM004)

- Measure 6: N/A

Observational Data Collection:

Metric A: PRM010: Planning, Research, and Monitoring – Number of Studies Used to Inform Management

- Measure 1: Number of data visualization materials produced
 - Purpose: To determine areas and timing of impairment
 - Methods: Water quality sampling to be completed by MDEQ Water Quality Monitoring Program staff
 - Schedule/Timing and Frequency: TBD
 - Sample Size: TBD
 - Site Locations: TBD
- Measure 2: Number of impairment areas identified
 - Purpose: To differentiate bacterial sources of impairment
 - Methods: Water quality sampling to be completed by MDEQ Water Quality Monitoring Program staff; sample analysis could be contracted out to certified laboratory
 - Schedule/Timing and Frequency: TBD (post data visualization material assessment)
 - Sample Size: TBD
 - Site Locations: TBD
- Measure 3: Number of potential improvement sites identified via impairment source tracking and supporting analyses.
 - Purpose: Matching areas of high water quality impairment to infrastructure repair/upgrade needs
 - Methods: Site identification tied with WQ analysis, as well as GIS of sewer and wastewater infrastructure.
 - Schedule/Timing and Frequency: TBD (post impairment areas defined)
 - Sample Size: TBD
 - Site Locations: TBD

Metric B: PRM011: Planning, Research, and Monitoring – Number of E&D Plans Developed

- Measure 4: Draft E&D Plans
 - Purpose: To develop order of magnitude for construction estimate projection
 - Methods: Incorporate data to design plans using best management practices
 - Schedule/Timing and Frequency: TBD (post identification of potential improvement sites)
 - Sample Size: TBD
 - Site Locations: TBD

Metric C: Water Quality Improvement - # upgrades to stormwater and wastewater systems

- Measure 5: # upgrades to stormwater and wastewater systems
 - Purpose: Upgrade, repair, and install wastewater and stormwater improvements
 - Methods: Standard construction methods based on E&D plans
 - Schedule/Timing and Frequency: TBD (post E&D plan development)
 - Sample Size: TBD
 - Site Locations: TBD

Metric D: Monitoring - # of monitoring programs implemented (PRM004)

- Measure 6: number of post-construction monitoring designs in place evaluating improvements
 - Purpose: Document post-construction outcomes to specific monitoring parameters selected
 - Methods: Standard monitoring, assessment, and analytical protocols
 - Schedule/Timing and Frequency: TBD (post implementation of improvement project)
 - Sample Size: TBD
 - Site Locations: TBD

Anticipated Statistical Analysis:

Metric A: Planning, Research, and Monitoring – Number of Studies Used to Inform Management (PRM010)

- Measure 1: Number of data visualization materials produced
 - Various analyses will include water quality sampling and all associated analysis. Data will be collected geospatially and stored in a relational database in a geodatabase. More information on the storage and collection of geospatial data can be found in the Data Management Plan. Common comparative statistics will be utilized.
- Measure 2: Source tracking to identified high concentration sources
 - This analysis will look at ratios of various bacteria source contributions between the various identified sites. Common comparative statistics will be utilized.
- Measure 3: Number of potential improvement sites identified via impairment source tracking and supporting analyses
 - No statistical analyses will be used for Measure 3. Improvement sites will be identified via analyzing water quality monitoring data, discussions with local units of government engineering staff, and visual observations and inspections of the identified areas.

Metric B: Planning, Research, and Monitoring – Number of E&D Plans Developed

- Measure 4: Draft E&D Plans
 - No statistical analyses anticipated. Only statistics likely relevant would be those associated with

Metric C: Water Quality Improvement - # upgrades to stormwater and wastewater systems

- Measure 4: # of upgrades to stormwater and wastewater systems
 - No statistical analyses anticipated

Metric D: Monitoring - # of monitoring programs implemented (PRM004)

- Measure 6: number of post-construction monitoring designs in place evaluating improvements
 - Appropriate statistical analyses will be conducted on the respective data assimilated including but not limited to regressions and correlations, t-tests comparing baseline data to post construction data, and other parametric and non-parametric analyses.

Unforeseen Event Contingency:

Metric A: Planning, Research, and Monitoring – Number of Studies Used to Inform Management

- Measure 1: Water Quality Evaluation
 - Lack of data to produce scientifically-sound results. The contingency response would include additional sampling.
- Measure 2: Source tracking to identified high concentration sources
 - Lack of data to produce scientifically-sound results. The contingency response would include additional sampling.

- Measure 3: Impairment site identification
 - Site identification results in broader coupled concerns for repair and upgrade. Required additional E&D effort to account for additional sites.

Metric B: Planning, Research, and Monitoring – Number of E&D Plans Developed

- Measure 4: Draft E&D Plans
 - More E&D plans are required based on evaluation and discovery of additional repair/upgrade needs

Metric C: Water Quality Improvement - # upgrades to stormwater and wastewater systems

- Measure 4: # of upgrades to stormwater and wastewater systems
 - Additional construction measures are required on a specific project or the problem is more extensive than first identified. The contingency response will be to amend the project specific SOW with the scope of work and/or budget amendment.

Metric D: Monitoring - # of monitoring programs implemented (PRM004)

- Measure 6: number of post-construction monitoring designs in place evaluating improvements
 - Additional monitoring measures are required on a specific project to increase frequency and/or intensity and/or scope of monitoring effort. The contingency response will be to amend the project specific SOW with the scope of work and/or budget amendment for those needs.

Data Review and Reporting:

Data reporting will occur every six months, and observational data reports will be developed and submitted in compliance with the grants reporting cycle as outlined in the RESTORE Council Financial Assistance Standard Terms and Conditions and Part IV, Section G of the Recipient Guideline. Following completion of all data collection, a final observational data report will be prepared and distributed.

In years where observational data are collected, data will be reviewed and then used to assess and evaluate overall project performance. Collected data will be assessed to define the magnitudes of difference between the values of monitored project performance and the desired values. Annual reports will be developed documenting the progress towards project goals and objectives as characterized by the selected performance measures and success criteria.

High Level Budget: \$14,326,789.00

Estimated Total Budget for Observational Data Collection and Reporting:

This budget is comprised of the anticipated costs associated with data management and observational data collection.

Location of Observational Data Costs in Overall Budget or Milestones:

Observational Data Collection and Reporting Costs are associated with Milestone 2: Data Management (personnel + fringe + indirect and contractual costs).

- \$66,540.00 for personnel + salaries + indirect for the Data Management Milestone.
- \$175,616.00 for contractors in the Data Management Milestone.

Literature Cited:

GoCoast 2020 Commission. (2013). GoCoast 2020 Final Report. Final Plan Issued January, 2013.

Gulf Ecosystem Restoration Council (GCERC). (2016). Comprehensive Plan Update 2016. *Restoring the Gulf Coast's Ecosystem and the Economy*. Retrieved from: https://www.restorethegulf.gov/sites/default/files/CO-PL_20161208_CompPlanUpdate_English.pdf.

Gulf Coast Ecosystem Restoration Task Force (GCERTF). (2011). *Gulf of Mexico Regional Ecosystem Restoration Strategy*. Retrieved from: https://archive.epa.gov/gulfcoasttaskforce/web/pdf/gulfcoastreport_full_12-04_508-1.pdf.

Mississippi Department of Environmental Quality (MDEQ). (2015). *The Mississippi Gulf Coast Restoration Plan*. Retrieved from: <http://msrestoreteam.com/NFWFPlan2015/#p=1>.

Mississippi Department of Wildlife, Fisheries, and Parks (MDWFP). (2016). *Mississippi State Wildlife Action Plan 2015 - 2025*. Retrieved from: https://www.mdwfp.com/media/251788/mississippi_swap_revised_16_september_2016_reduced_.pdf.

National Wildlife Federation (NWF). (2015). *Five Years and Counting: Gulf Wildlife in the Aftermath of the Deepwater Horizon Disaster*. Retrieved from: http://www.nwf.org/~media/PDFs/water/2015/Gulf-Wildlife-In-the-Aftermath-of-the-Deepwater-Horizon-Disaster_Five-Years-and-Counting.pdf.

Ocean Conservancy (OC). (2011). *Restoring the Gulf of Mexico*. Retrieved from: <https://oceanconservancy.org/wp-content/uploads/2016/11/restoring-the-gulf-of-mexico-1.pdf>.

Wildlife Mississippi. (2014). *Restoring the Mississippi Gulf Coast: A Strategic Plan for People, Wildlife, and the Economy*. Retrieved from: http://www.wildlifemiss.org/PDF/Wildlife%20MS%20Coast%20Plan%20Final_7.8.14.pdf

PRELIMINARY DATA MANAGEMENT PLAN

Project Name: Mississippi Gulf Coast Water Quality Improvement Program

Agency: Mississippi Department of Environmental Quality

Current Project Phase:

☒ **Planning**

☐ **Implementation**

☐ **Post-Implementation**

Observational Data Plan Element Type:

☐ **Planning**

☒ **Implementation**

☐ **Post-Implementation**

Data Stewards:

Isik Sebuktekin, 601-291-1577, isebuktekin@mdeg.ms.gov

Robbie Kröger, 228-396-0486, rkroger@cce.ms

Estimated budget for Data Management:

This budget is comprised of the anticipated costs associated with data management and observational data collection.

Location of Data Management costs in Overall Project Budget, Budget Narrative and/or Milestones:

Observational Data Collection and Reporting Costs are associated with Milestone 2: Data Management (personnel + fringe + indirect and contractual costs).

- \$66,540.00 for personnel + salaries + indirect for the Data Management Milestone.
- \$175,616.00 for contractors in the Data Management Milestone.

Expected Data Collection Start and End Dates for Overall Project: 5/1/2018 – 04/30/2023

Brief Program Description: This proposed program will support the restoration and protection of coastal marine resources and habitats, including beaches, and coastal wetlands of the Gulf Coast Region through the implementation of water quality improvement projects. Activities within this program may run concurrently and include implementation of new or repairing/upgrading existing stormwater and wastewater systems, systematic source tracking to identify sources and stressors of water quality impairment, and monitoring of implemented projects.

Project Location: Hancock, Harrison, or Jackson County, Mississippi. Implementation of upgrades, repairs, and/or construction activities associated with stormwater and wastewater systems may occur in any of the three coastal counties.

General Description of Data Collection Activities (methods, sampling frequency, etc.):

Water Quality Parameters: Data will be collected through typical methods of in-situ water quality sampling (e.g grab samples, probe readings). The sampling size and frequency will be determined based on the size and location of potential projects that will be funded out of this program.

Preliminary Engineering and Design Data: All data associated with preliminary engineering and design investigations will be determined based on the size and location of potential projects that will be funded out of this program.

Do you have in-house data management and metadata capacity? ☒ **Yes** ☐ **No**

If so, describe how this project's data and metadata will be stored, archived, and made available to the Council. If not, how will you ensure that the project's data and metadata will be stored, archived, and made available/provided to the Council? Describe how this will be accomplished.

MDEQ will store and manage an ISO-compliant relational database and geospatial database on a server that utilizes the Amazon Web Services cloud-based server environment. In addition to the network and server administration provided by Amazon Web Services, MDEQ manages the server, operating system, software and services. GIS information is backed up in three locations. The data is included in server snapshots performed by and stored at Amazon Web Services. Duplicate datasets are also located on a secure, cloud-based system. This system includes separate cloud backup and storage on two separate network attached storage arrays located in Gulfport and Jackson, MS. Finally, copies of the data are stored on an internal server. All electronic data and metadata will be delivered to the RESTORE Council on a yearly basis for review and approval.

List the Observational Data Types being collected and, if known at this time, the following information for each:

All "TBD" information will be informed by the number and types of water quality projects funded under this program. Therefore, this information will be provided to the RESTORE Council prior to the approval of a project narrative amendment. The DMP will be updated as details become available.

Data Type: Water quality parameters (could include nitrogen, phosphorus, turbidity, bacteria, etc.)

- **GIS Representation:** Shapefile (point)
 - **Projection:** Mississippi State Plane East FIPS 2301, Transverse Mercator
 - **POC:** Robbie Kröger, 228-396-0486, rkroger@cce.ms
- **Frequency of Collection:** TBD.
- **Duration of Collection:** TBD.
- **Data Storage Format:** Geodatabase
- **Units:** mg/l; kg; CFU
- **Horizontal and Vertical Datum:** NAD83

Data Type: Sediment bacteria concentrations and loads

- **GIS Representation:** Shapefile (point)
 - **Projection:** Mississippi State Plane East FIPS 2301, Transverse Mercator

- o **POC:** Robbie Kröger, 228-396-0486, rkroger@cce.ms
- **Frequency of Collection:** TBD.
- **Duration of Collection:** TBD.
- **Data Storage Format:** Geodatabase
- **Units:** mg/l; kg; CFU
- **Horizontal and Vertical Datum:** NAD83

Data Type: Source bacteria determination

- **GIS Representation:** Shapefile (point)
 - o **Projection:** Mississippi State Plane East FIPS 2301, Transverse Mercator
 - o **POC:** Robbie Kröger, 228-396-0486, rkroger@cce.ms
- **Frequency of Collection:** TBD.
- **Duration of Collection:** TBD.
- **Data Storage Format:** Geodatabase
- **Units:** CFU
- **Horizontal and Vertical Datum:** NAD83

Data Type: Preliminary Engineering and Design data

- **GIS Representation:** TBD.
 - o **Projection:** TBD
 - o **POC:** Robbie Kröger, 228-396-0486, rkroger@cce.ms
- **Frequency of Collection:** TBD.
- **Duration of Collection:** TBD.
- **Data Storage Format:** TBD.
- **Units:** TBD.
- **Horizontal and Vertical Datum:** TBD.

1. DATE ISSUED MM/DD/YYYY 09/22/2022		1a. SUPERSEDES AWARD NOTICE dated 11/12/2021 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. CFDA NO. 87.052			
3. ASSISTANCE TYPE Project Grant			
4. GRANT NO. GNTSP18MS0058-01-05 Formerly		5. TYPE OF AWARD Other	
4a. FAIN GNTSP18MS0058		5a. ACTION TYPE Post Award Amendment	
6. PROJECT PERIOD MM/DD/YYYY From 03/15/2018		Through 07/31/2025	
7. BUDGET PERIOD MM/DD/YYYY From 03/15/2018		Through 07/31/2025	
8. TITLE OF PROJECT (OR PROGRAM) Mississippi Gulf Coast Water Quality Improvement Program			

The Gulf Coast Ecosystem Restoration Council

RESTORE Council

Gulf Coast Ecosystem Restoration Council

500 Poydras Street
Suite 1117
New Orleans, LA 70130

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)
RESTORE Act, 33 U.S.C. 1321(t)(3) and 40 CFR Part 1800 - Spill
Impact Component

9a. GRANTEE NAME AND ADDRESS ENVIRONMENTAL QUALITY, MISSISSIPPI DEPARTMENT OF 515 E Amite St Jackson, MS 39201-2709		9b. GRANTEE PROJECT DIRECTOR Melanie Green Jackson, MS 39201-2709 Phone: [NO PHONE RECORD]	
10a. GRANTEE AUTHORIZING OFFICIAL Mr. Chris Wells 515 E AMITE ST JACKSON, MS 39201-2709 Phone: 601-961-5545		10b. FEDERAL PROJECT OFFICER Bjorn Johnson 500 Poydras St Gulf Coast Ecosystem Restoration Council New Orleans, LA 70130-3319 Phone: 504-444-1260	

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)				12. AWARD COMPUTATION			
I Financial Assistance from the Federal Awarding Agency Only				a. Amount of Federal Financial Assistance (from item 11m) 14,326,789.00			
II Total project costs including grant funds and all other financial participation				b. Less Unobligated Balance From Prior Budget Periods 0.00			
a. Salaries and Wages 599,909.00				c. Less Cumulative Prior Award(s) This Budget Period 14,326,789.00			
b. Fringe Benefits 185,972.00				d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION 0.00			
c. Total Personnel Costs 785,881.00				13. Total Federal Funds Awarded to Date for Project Period 14,326,789.00			
d. Equipment 104,048.00				14. RECOMMENDED FUTURE SUPPORT			
e. Supplies 453,603.00				(Subject to the availability of funds and satisfactory progress of the project):			
f. Travel 16,562.00				YEAR TOTAL DIRECT COSTS YEAR TOTAL DIRECT COSTS			
g. Construction 2,000,000.00				a. b. c. d. e. f.			
h. Other 8,000,000.00				15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING			
i. Contractual 2,541,297.00				ALTERNATIVES:			
j. TOTAL DIRECT COSTS 13,901,391.00				a. DEDUCTION			
k. INDIRECT COSTS 425,398.00				b. ADDITIONAL COSTS			
l. TOTAL APPROVED BUDGET 14,326,789.00				c. MATCHING			
m. Federal Share 14,326,789.00				d. OTHER RESEARCH (Add / Deduct Option)			
n. Non-Federal Share 0.00				e. OTHER (See REMARKS)			
16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:				a. The grant program legislation.			
				b. The grant program regulations.			
				c. This award notice including terms and conditions, if any, noted below under REMARKS.			
				d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.			
				In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.			

REMARKS (Other Terms and Conditions Attached -



Yes



No)

See next page

AUTHORIZING OFFICIAL:

 9/27/22

17.OBJ CLASS 41.0006	18a. VENDOR CODE 809399876	18b. EIN 640629297	19a. UEI W5BGFCYALNM6	19b. DUNS 809399876	20. CONG. DIST. 03
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION	
21. a. SEP	b. GNTSP18MS0058	c. 6013 NONIN	d. \$0.00	e.	
22. a.	b.	c.	d.	e.	
23. a.	b.	c.	d.	e.	

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 2	DATE ISSUED 09/22/2022
GRANT NO. GNTSP18MS0058-01-05	

REMARKS:

This amendment extends the Period of Performance end date to July 31, 2025 and adds three (3) projects to the program: 1) Coffee Creek Sewer Rehabilitation; 2) West Jackson County Utility District Old Fort Bayou Sewer Replacement; 3) Beach Outfall Pilot Project I (BOPP-I) Construction. It also increases the equipment category by \$29,048 for a new total of \$104,048; decreases the supplies category by \$29,048 for a new total of \$453,603; decreases the contractual category by \$10,000,000 for a new total of \$2,541,297; adds a construction category with \$2,000,000 in funding; adds an other direct costs category with \$8,000,000 in funding. Total program budget does not change. Special award conditions are replaced in their entirety and are included as an attachment to this award. All other terms and conditions in the initial award and any prior amendments remain in effect.

AWARD ATTACHMENTS

ENVIRONMENTAL QUALITY, MISSISSIPPI DEPARTMENT OF

GNTSP18MS0058-01-05

1. Award Attachments

AWARD NOTES

The following documents are incorporated in this award by reference:

- ☒ GULF COAST ECOSYSTEM RESTORATION COUNCIL FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (AUGUST 2015), available at www.restorethegulf.gov
- ☒ 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 5900.101 (2021), AND TECHNICAL CORRECTIONS AT 86 FR 10439 (FEBRUARY 22, 2021)

This award incorporates by reference and gives effect to the most recent data available in the PIPER system for the following items:

- ☒ PROJECT NARRATIVE (as of award issue date)
- ☒ OBSERVATIONAL DATA PLAN
- ☒ METRICS
- ☒ MILESTONES
- ☒ PROJECT WORKPLANS: Beach Outfall Pilot Project I (BOPP-I) Construction
Coffee Creek Sewer Rehabilitation
West Jackson County Utility District Old Fort Bayou Sewer
Replacement Project (WJCUD-Sewer)

GCERC Internal Financial Codes:

FY18 - CatB 6013 - Cost Pool GCCSTMS000
CAM1: GCCGWATERQUL
CAM2: GCCMSSOUNDXX
CAM3: GCCPWATERRES

REVISED SPECIAL AWARD CONDITIONS

The Special Award Conditions (SACs) listed below are comprehensive and replace in their entirety all SACs listed in the initial award and any amendments thereto.

1. Non-Duplicative Use of RESTORE Act Funds

The Recipient will not seek any compensation for the approved project from any other funding source, including, without limitation, the Oil Spill Liability Trust Fund. Should such funding be received, the Recipient will immediately notify the Grants Officer in writing. If the Recipient is authorized to make subawards, the Recipient will not use RESTORE Act funds to make subawards to fund any activities for which claims were filed with the Oil Spill Liability Trust Fund after July 6, 2012.

2. Project Performance and Financial Reporting

The Recipient must submit project performance reports through the Council's Program Information Platform for Ecological Restoration (PIPER) or any successor system on an annual basis during the period of performance. Financial reports must be submitted through GrantSolutions or any successor system also on an annual basis. Performance and financial reports covering the annual reporting period will be due 60 calendar days after the end of the annual reporting period specified in the award. Final performance and financial reports that summarize the activities and findings of the award are due 120 calendar days after the end of the period of performance. This special award condition (SAC) supersedes section C.01.a. of the RESTORE Council Financial Assistance Standard Terms and Conditions dated August 2015, which states that financial reports are due on a semi-annual basis. Please see the Reporting Schedule located on a following page for the reporting period and due dates of performance and financial reports to be submitted as part of this award.

3. Best Available Science

Individual projects selected for this program are subject to a "best available science" review. In each individual project submittal, the Recipient must explain their determination that the project is based on the best available science by including: 1) a detailed explanation of how the proposed activities will apply the best available science; and 2) project-level details, including specific project locations, reasons for selecting locations, specific restoration methods proposed to address identified issues at selected locations, expected outcomes following restoration, and identification of uncertainties and risks. Subrecipient and/or contractor information, if applicable, should also be provided, including name and selection method (if known) and their estimated costs and timeline for implementing specific scopes of work.

4. Environmental Compliance

Certain federal environmental laws may be applicable to specific implementation activities to be funded under the Spill Impact Component associated with the Mississippi Gulf Coast Water Quality Improvement Program (referred to as the "WQIP" or "program" throughout these award conditions). Prior to any implementation activities, the applicable federal environmental laws must be addressed. In cases where an implementation activity requires authorization under Section 404 of the Clean Water Act (CWA) (33 U.S.C. 1344) and/or Section 10 of the Rivers and Harbors Act (RHA) (33 U.S.C. 403), the Recipient shall provide the Council with evidence of receipt of such authorization prior to release of implementation funds for the regulated activity. In cases where the Recipient is seeking funds for an implementation activity that has the potential for environmental effects (e.g., involves ground-disturbing actions), but for which no CWA Section 404 and/or RHA Section 10 permit is needed, the Recipient shall coordinate with Council Program

environmental compliance staff and the appropriate federal agencies with potential regulatory jurisdiction to determine if any other applicable federal laws must be addressed prior to release of implementation funds for the given action. Documentation of such coordination must be provided to Council Program environmental compliance staff.

5. Updates to the Observational Data Plan

The Recipient will update the Observational Data Plan to include any plan details listed as “Not available (N/A)” or “To be determined (TBD)”, or that are in other ways left unspecified in the current version of the Observational Data Plan. Updated plan details will include specific start and end dates that accurately reflect the period of observational data collection, and will address Council Staff reviewer comments provided within the most recent version of the Observational Data Plan (available for download in PIPER), if any. Updated plan details will also include a description of why water quality measures will not be used for the JCUA – Septic Abatement project. For the measure “# updates to stormwater and wastewater systems”, updates will describe methods that septic abatement projects will use to calculate the % of septic systems in the project area that were successfully abandoned, which will be reported on alongside the other project success criteria. For all plan details provided via updated Observational Data Plans, the recipient will make any corresponding updates to metrics details in PIPER. The ODP will serve as the official record of metrics, so that any workplan descriptions of project metrics that deviate from the most recently approved ODP may be disregarded. The recipient will deliver updated plans to the Council at least annually until all comments are addressed and all “N/A”, “TBD”, or unspecified items are provided, and to correct any inaccuracies until all information is final. The first updated plan will include time-frames for providing any missing information. Updated plans provided to the Council will conform to the structure of the template provided on the Council website. A completed Observational Data Closeout Report will be submitted and approved prior to closeout of the award.

6. Updates to the Data Management Plan

The Recipient will update the project’s Data Management Plan to include any plan details listed as “Not available (N/A)” or “To be determined (TBD)” in the current version of the Data Management Plan. Updated plan details will include specific start and end dates that reflect the period of observational data collection based on the actual project start date. The Recipient must deliver updated plans to the Council at least annually until all “N/A” or “TBD” values are provided. The DMP will also be updated with the selection of each new project (or group of projects) to be implemented under the WQIP to include details about the specific data collection activities that will take place for that additional project. Updates to the DMP that include new project activities may require additional best available science reviews.

7. Observational Data Management and Delivery

- a. Data Sharing: All data compiled, collected, or created under this federal award must be reported to the Council on a yearly basis and be publicly visible and accessible in a timely manner, free of charge or at minimal cost to the user that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse, i.e., data must be encoded in a machine-readable format, using existing open format standards; and data must be sufficiently documented, using open metadata standards, to enable users to independently read and understand the data (for example, a PDF version of observational data is not a valid data delivery format). The public-facing, anonymously accessible data location (internet URL address) of the data should support a service-oriented architecture to maximize sharing and reuse of structured data and be included in the Performance Report. Data should undergo quality control (QC) and a description of the QC process and results should be

referenced in the metadata. Publicly available ISO-compliant metadata record(s) of the project data must be provided and approved prior to closeout of the award.

b. Timeliness: Data must be provided to the Council on a yearly basis, and the public must be given access to data no later than two years after the data are first collected and verified, or no later than six months after the end date of the period of performance set out in the award agreement, whichever first occurs.

c. Author statement: Data produced under this award and made available to the public must be accompanied by the following statement: "The [report, presentation, video, etc.] and all associated data and related items of information were prepared by [recipient name] under Award No. [number] from the Gulf Coast Ecosystem Restoration Council (RESTORE Council). The data, statements, findings, conclusions, and recommendations are those of the author[s] and do not necessarily reflect any determinations, views, or policies of the RESTORE Council."

d. Failure to Share Data: Failing or delaying to make data accessible in accordance with the submitted data management information and the terms hereof may lead to enforcement actions and be considered by the Council when making future award decisions. Funding recipients are responsible for ensuring that these conditions are also met by subrecipients and subcontractors.

e. Data Citation: Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher and use Digital Object Identifiers (DOIs), if available. All data and derived products that are used to support the conclusions of a publication must be made available in a form that permits verification and reproducibility of the results.

f. Final Project Geographic Information System (GIS) files: As appropriate to project deliverables, final updated project boundaries, footprints, and features must be provided to the Grants Office no later than the submission of the final Performance Outcome Report. Where more detailed project features are developed (for example, during the engineering and design phase if additional features are identified within the project boundary), or project boundaries change during project planning or implementation, these updated boundaries and the appropriate feature attributes must be provided. These files must be geospatial in nature (acceptable formats are SHP, GDB, or DGN) and contain projection information and complete ISO-compliant metadata.

8. Submission of Project Workplans as part of a Program Award

In order for specific projects to be funded within this program award, a project workplan for each specific project must be submitted to and approved by Council staff. Federal funds for implementation of specific projects will not be released until such approval.

A. In general, each project workplan must discuss and demonstrate the following:

- 1) Consistency with the program;
- 2) Support of primary goals and objectives of the program;
- 3) Contribution to program metrics.

B. Specifically, each project workplan must include the following, unless a specific exception is granted by Council staff:

- 1) Project Narrative, including but not limited to:
 - a) scope of work;
 - b) participating organizations (subrecipients, contractors, etc.);
 - c) performance measurement;
 - d) project location, and ownership of all property upon which the project will take place.

- 2) Project schedule, primary milestones and estimated useful life of project and project property;
- 3) Budget Narrative by object class categories with supporting documentation, including detailed descriptions of any co-funding, contractual and/or subrecipient expenses;
- 4) Other information to include:
 - a) Updates to the Program Observational Data Plan (ODP) and Program Data Management Plan (DMP) to capture updated monitoring and data collection activities for project performance measurement;
 - b) Updates to the Program GIS files to include project location(s); and
 - c) Environmental compliance and best available science justification, as applicable.

Please see the “Best Available Science” SAC for additional details about the required best available science justification.

Once a project workplan has been approved by Council staff, the program award will be amended to include the approved project and any additional special award conditions or supplemental terms, and the appropriate funding for that project will be released. In cases where an exception has been granted by Council staff, a workplan may be approved without one or more of the required components described herein; however, during the first subsequent performance report review period, the workplan must be updated to include the missing component(s), and to address any standing review comments as required to meet the approval of Council staff.

9. Pre-Award Costs

This award contains pre-award costs, in accordance with 2 CFR 200.458, in the amount of \$734.00, for activities as described in the project and budget narratives from March 15, 2018 through the date of issuance of the award. Costs associated with the development, coordination and execution of this grant award are included in the MDEQ award GNTSP18MS0048, Compatibility, Coordination and Restoration Planning, and are not eligible for reimbursement under this award.

10. Subrecipient Selection Post-Award

Prior to approval of proposed subrecipient agreements for project implementation, the Recipient will provide the Council with documentation identifying the subrecipients and describing the scope of work to be performed and the funding required to accomplish each scope of work.

At a minimum the following information will be provided for each subaward:

- **Name and Unique Entity Identifier (UEI) of Subrecipient.** Identify the subrecipient and provide their UEI number;
- **Selection Method.** Identify the method of selecting the subrecipient and describe their qualifications to carry out the required scope of work;
- **Period of Performance.** Specify the beginning and ending dates of the subaward;
- **Scope of Work.** Describe the specific services/tasks to be performed by the subrecipient and relate them to the accomplishment of project or program objectives. Deliverables should be clearly defined;
- **Monitoring of Subrecipient.** Describe how the progress and performance of the subrecipient will be monitored during the period of performance. Identify who will be responsible for supervising the subrecipient;

- **Itemized Budget and Justification.** Provide a detailed, itemized budget with appropriate justification, using object class categories from the Standard Form (SF) 424A and/or 424C as appropriate. If applicable, include any indirect costs anticipated, the indirect cost rate used, and submit the subrecipient's negotiated indirect cost rate agreement.

11. Limitations on Transfers to Subrecipients

In accordance with the RESTORE Act (at 33 U.S.C. 1321(t)(2)(E)(ii)(III), "Limitations on Transfers", in (aa) "Grants to Nongovernmental Entities" and (bb) "Reporting of Grantees"), a subaward (or multiple sub-awards) to a nongovernmental entity equaling 10% or more of the program award may not be awarded unless, at least 30 days prior to making such a subaward, the Council has posted an announcement in the Federal Register and delivered such announcement to designated Congressional committees. If a subaward to a nongovernmental entity equaling or exceeding 10% of the program award received from the Council is anticipated, the Recipient must not enter into the subaward until the following information has been provided to the Council and the required notification has been completed:

- Name of Subrecipient
- Amount of Subaward
- Purpose of Subaward

12. Contractor Documentation

Prior to any expenditure of funds for contractual support that exceeds the micro purchase threshold (currently \$10,000), the Recipient will provide in writing the following information:

- **Name and Unique Entity Identifier (UEI) of Contractor:** Identify the contractor and provide their UEI number;
- **Procurement Method:** Identify the method of procuring the contract and explain how the procurement was made in compliance with State procurement statutes and applicable provisions of 2 CFR Part 200. If the contract is sole source, include a detailed justification as to why this sole source entity is the only one able to perform the services or how this selection is otherwise in conformance with applicable contracting rules related to non-competitive awards. See 2 CFR 200.317 – 200.326;
- **Type of Contract Awarded:** Time and materials, fixed, etc.;
- **Period of Performance:** Specify the beginning and ending dates of the contract;
- **Scope of Work:** Describe the specific services/tasks to be performed by the contractor and relate them to the accomplishment of project or program objectives. Deliverables should be clearly defined;
- **Method of Accountability:** Describe how the progress and performance of the contractor will be monitored during and at the end of the period of performance. Identify who will be responsible for supervising the contract;
- **Contract Amount:** At a minimum, provide the total amount of the contract.

The Recipient should not send contract or other procurement documentation to the Council unless specifically requested. The Council's review of the above listed information is for the limited purpose of ensuring compliance with the terms and conditions of the award and 2 CFR Part 200.

13. Notification of Achievement of Design Milestones (Beach Outfall Pilot Projects I, II, III)

The Recipient will notify the Council Programs Office when 30, 60, and 95% design plans are completed for each of the Beach Outfall Pilot Projects I, II and III. The purpose is to provide the

Council staff the option to meet with the Recipient at each of those stages and discuss progress, including issues and challenges, toward developing designs that will meet stated ecological goals.

14. Pre-Construction Requirements

The Recipient must make written request to the RESTORE Council and receive the Council's written acceptance before authorizing the commencement of construction for individual projects. If construction is commenced prior to the Council's determination, the Recipient and any Subrecipient proceeds at its own risk.

Construction funds shall not be released by the Council until the following information and documentation is received from the Recipient and accepted in writing by the Council Grants Office:

- a. *Title to real property improved under this award.* In accordance with 2 CFR § 200.311, title to real property improved under this award will vest with the Recipient or Subrecipient and must be used only for authorized award purposes.

Before solicitation of bids for construction, the Recipient shall certify in writing that the Recipient and/or Subrecipient, if applicable, holds clear title, has legal control, or legal right of access to all real property needed for construction, operation, and maintenance of the project for its estimated useful life and are not aware of any material restrictions or encumbrances that could interfere with any award purpose.

The Council will rely upon the Recipient's due diligence in protecting title to all property needed for award purposes. If the Council determines that the real property is no longer being used in accordance with Award purposes or that the Recipient has otherwise failed its obligations under this Award during the estimated useful life of the project, the Council shall have the right, exercisable at any time by written notice to the Recipient, to issue disposition instructions in accordance with 2 CFR § 200.311(c), which may include requiring the Recipient repay the full cash value of the Federal interest in the property (as defined at 2 CFR § 200.1) within 90 days after such notice. The Council may also take any other action or remedy that may be legally available.

- b. *Documentation of stamped/signed design and engineering plans.* The Recipient must provide 100% design and engineering plans and specifications for all construction activities funded under this award. All design and engineering plans and specifications must be stamped/signed by a professional engineer currently licensed in accordance with State requirements.

The Council's review of any plans is to ensure compliance with the terms and conditions of the award. The Council will not be responsible for the accuracy or completeness of design, dimensions, details, proper selection of materials, or compliance with required codes or ordinances. As between the Council and the Recipient, these responsibilities rest solely with the recipient. For clarity, nothing in the foregoing is intended to limit or otherwise affect any of the recipient's rights or remedies in connection with any non-federal third party, including any of the recipient's subrecipients or contractors.

- c. *Permitting requirements.* The Recipient must provide documentation demonstrating that the applicable environmental laws have been addressed. Accordingly, the Recipient must furnish evidence, satisfactory to the Council, that the Recipient or Subrecipient has received all federal, state, and local permits and other documentation of compliance with

applicable environmental requirements necessary for construction, completion and operation of the Project.

- d. *Floodplain requirements.* If the property is located within the 100-year floodplain or other flooding risks have been identified, the Recipient must furnish evidence, satisfactory to the Council, that all applicable floodplain requirements have been met. As appropriate to the project, this may include the following:
 - i. Floodplain Notice. That the 30-day period established for receipt of comments from the public in response to public notice published regarding the potential for project impact on the values and functions of a designated 100-year floodplain has expired and that identified concerns (if any) have been addressed to the Council's satisfaction.
 - ii. Floodplain Protection. Written confirmation from the State/local Floodplain Manager that the proposed project and any associated design and engineering plans are in accordance with all applicable floodplain ordinances/regulations.
 - iii. Flood Insurance. In accordance with the Flood Disaster Protection Act (42 U.S.C. § 4002 et seq), that the community is participating in the National Flood Insurance Program, and that as required, the Recipient has or will purchase and maintain, or as appropriate, will cause the Subrecipient to have or purchase and maintain, flood insurance.
- e. *Updated construction schedules and cost estimates.* The Recipient will furnish updated construction schedules and cost estimates based upon the completed design and engineering plans and/or other information that has become available since the last update.
- f. *Written approval to commence construction.* The Recipient must make a written request to and receive approval from the Council Grants Office prior to the commencement of construction. If construction is commenced prior to the Council Grants Office approval, the Recipient and/or Subrecipient proceeds at their own risk.

15. Additional Pre-Construction Requirements - JCUA

In addition to the Pre-Construction Requirements listed above, the following information / documentation for the JCUA – Septic Abatement project must be received and accepted in writing by the Grants Office prior to the release of Federal funds for construction:

- A) A 10% sample of fully executed Right of Entry agreements for participating homeowners;
- B) A defined Scope of Work for the project to include all planned project implementation components;
- C) A determination of the Estimated Useful Life of the project.

16. Estimated Useful Life and Federal Interest in Project Property

Property that is acquired or improved, in whole or in part, with Federal assistance (project property) is held in trust by the Recipient or Subrecipient, as specified in the award, for the purpose(s) for which the award was made, for the estimated useful life of such property. *See* 2 CFR § 200.316. For purposes of this award, “estimated useful life” means the period of years For improved Real Property and Intangible Property, “estimated useful life” is the period of years that constitutes the expected useful lifespan of the project, as determined by the Recipient

and agreed to by the Council, during which the Council anticipates obtaining the benefits of the project pursuant to award purposes authorized by the RESTORE Act. For Equipment, “estimated useful life” is the period of years that constitutes the expected useful lifespan of the equipment. For acquired Real Property, the Federal interest is held in perpetuity.

Prior to the implementation of any project, the Recipient will provide to the Council the estimated useful life of that project. Once the Council agrees with the Recipient’s determination of estimated useful life, the Council will issue its concurrence.

During the estimated useful life, the Recipient or Subrecipient shall not:

- A. Sell, lease, transfer, assign, convey, hypothecate, mortgage, dispose of, or otherwise convey or encumber any interest in Project Property without the prior written approval of the Council’s Grants Officer;
- B. Use Project Property for purposes other than award purposes without the prior written approval of the Grants Officer; or
- C. Fail to comply with the terms and conditions of this award or any of the federal laws and regulations, Council policies, Executive Orders, and OMB Circulars that are incorporated into the terms and conditions of this Award.

During the estimated useful life of Project property, the Council retains an undivided equitable interest in the property, which is sometimes referred to as the “Federal interest”. *See* 2 CFR § 200.1. If the Council determines that Project Property is no longer being used in accordance with award purposes or that the Recipient has otherwise failed its obligations under this award during the estimated useful life of such property, the Council shall have the right, exercisable at any time by written notice to the Recipient, to issue disposition instructions in accordance with 2 CFR § 200.311(c) or 200.313(e), which may include requiring the Recipient repay the full cash value of the Federal interest in the property (as defined at 2 CFR § 200.1) within 90 days after such notice. The Council may also take any other action or remedy that may be legally available.

When the estimated useful life of project property has ended, the Federal interest will therefore be extinguished and the Federal Government will have no further interest in the property, except for, as noted above, acquired Real Property, for which the Federal interest is held in perpetuity.

SUPPLEMENTAL CONSTRUCTION TERMS

These supplemental construction terms are incorporated in and made part of this award. These supplemental terms do not require clearance through documentation provided or action taken by the Recipient and therefore remain effective throughout the period of performance of the award or the estimated useful life of the project or project property. If a term is effective for the estimated useful life of the project or project property, the term will so specify.

SC-1. Acquisition of real property

Unless specifically described in the award scope of work, the acquisition of real property is not an allowable expense. In the event that acquisition of real property or an interest in real property is identified as necessary to achieve the objectives of the award, the recipient shall contact the Council Grants Office for instructions prior to expending any funds related to the acquisition of real property.

SC-2. Insurance

In accordance with 2 CFR § 200.310, the Recipient or Subrecipient, as applicable, must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by that entity for the estimated useful life of the project.

SC-3. Bonding

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the minimum bonding requirements are as follows:

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual instruments as may be required within the time specified.
- b. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

SC-4. Goals for women and minorities in construction

Department of Labor regulations set forth in 41 CFR § 60-4 establish goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all federally assisted construction contracts in excess of \$10,000. The Recipient or Subrecipient, as applicable, must comply with these regulations and must obtain compliance with 41 CFR § 60-4 from contractors and subcontractors employed in the completion of the project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 CFR § 60-4.

- A. The goal for participation of women in each trade area is 6.9 percent from April 1, 1981 until further notice.
- B. Goals for minority participation must be as prescribed by Appendix B-80, Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications.
- C. The Council will notify the recipient in writing if there are any updates to these goals.
- D. The Recipient must include the “Standard Federal Equal Employment Opportunity Construction Contract Specifications” (or cause them to be included, if appropriate) in all federally assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 CFR 60-4.6

SC-5. Davis-Bacon Act and Related Acts

As applicable, the Recipient and Subrecipient, as applicable, must comply with the provisions of the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148); the Copeland “Anti-Kickback” Act (18 U.S.C. § 874 and 40 U.S.C. § 3145); and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), regarding labor standards for federally assisted construction sub-agreements (wage guarantees).

- A. Davis-Bacon Act-related provisions are applicable for a project if it is for the construction of a project that can be defined as a “treatment works” in 33 U.S.C § 1292; or for a construction project regardless of whether it is a “treatment works” project if it is receiving Federal assistance from another Federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions. When required, prime construction contracts in excess of \$2,000 must include a provision for compliance with the Davis-Bacon Act as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

The Recipient or the Subrecipient, as applicable, must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Recipient or Subrecipient, as applicable, must report all suspected or reported violations to the Council.

- B. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act, as supplemented by Department of Labor regulations (29 CFR part 3, “Contracts and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). This Act provides that Recipient, Subrecipient, contractor, or subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation or which he or she is otherwise entitled. The Recipient or Subrecipient, as applicable must report all suspected or reported violations to the Council.

- C. Finally, the Contract Work Hours and Safety Standards Act provides work hour standards for every laborer and mechanic employed by any contractor or subcontractor in the performance of a Federal public works project. All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

SC-6. Inspection and Final Acceptance

The final five percent (5%) of the contract amount for individual project construction contracts will not be drawn down by the Recipient until final approval of construction associated with that contract. The Recipient and Subrecipient, if applicable, will schedule a final inspection when construction has been completed, the architect/engineer has conducted their inspection, and any deficiencies have been corrected. Representatives of the Recipient, the Subrecipient, if applicable, the architect/engineer, the contractor(s), and the Council Staff, if they so desire, will make the final inspection. The Council Programs Officer must be given ten (10) calendar days advance notice of the final inspection so that a Council representative may participate. The Recipient will not draw down the final five percent (5%) of construction contract amounts until the Notice of Final Acceptance, fully executed by the Recipient or Subrecipient, as applicable, and the applicable architect/engineer, is submitted to and accepted in writing by the Council Grants Office. Within 90 days of project completion, MDEQ will provide to the Council Grants Office the stamped/signed as-built drawings from the project engineer.

SC-7. Additional Inspection and Final Acceptance Requirement - JCUA

In addition to the Inspection and Final Acceptance Requirements listed above, the following information / documentation for the JCUA – Septic Abatement project applies:

Within 90 days of project completion, the Recipient will provide to the Council Grants Office a list of addresses for which Right of Entry agreements were executed and connections to public sewer service were completed, in addition to the stamped / signed as-built drawings. Right of Entry Agreements will be maintained by the Subrecipient for the estimated useful life of the project.

REVISED FUNDING AUTHORIZATION

Amount of Financial Assistance	Amount of Funding Restriction	Amount of Funding Added to Award	Amount Authorized for ASAP Account	Notes
\$14,326,789.00	\$8,105,651.00	\$0.00	\$6,221,138.00	*See Below

*Funding for the three workplans included in this amendment totals \$5,075,443. Of that amount, \$104,905 (WJCUD) and \$174,500 (Coffee Creek) is for A&E and will be available for draw. Pre-construction requirements for BOPP-I has been satisfied and \$1,165,125 will be available for draw. Therefore, a total of \$1,444,530 of \$5,075,443 will be available for draw. A total of \$3,630,913 is for construction and construction related items and will not be available for draw until all pre-construction requirements are satisfied.

Currently, \$4,776,608 is available for draw in ASAP. Draw calculation for this amendment is as follows:

\$4,776,608
 \$ 104,905
 \$ 174,500
\$1,165,125
 \$6,221,138

REVISED REPORTING SCHEDULE

Reporting Task	Reporting Period	Task Due Date
Financial & Performance Reports	7/1/2021 - 6/30/2022	8/29/2022
Financial & Performance Reports	7/1/2022 - 6/30/2023	8/29/2023
Financial & Performance Reports	7/1/2023 - 6/30/2024	8/29/2024
Final Reports (Financial & Performance)	7/1/2024 - 7/31/2025	11/28/2025

REVISED SCOPE OF WORK

This amendment incorporates three (3) workplans into the MS Gulf Coast Water Quality Improvement Program:

- 1) West Jackson County Utility District Old Fort Bayou Sewer Replacement Project;
- 2) Coffee Creek Sewer Rehabilitation Project; and
- 3) Beach Outfall Pilot Project I (BOPP-I) – Construction.

All other scope of work contained in the initial award and any prior amendments remain effective.

REVISED BUDGET NARRATIVE

This amendment: increases the Equipment category by \$29,048 for a revised total of \$104,048; decreases the Supplies category by \$29,048 for a revised total of \$453,603; decreases the Contractual category by \$10,000,000 for a revised total of \$2,541,297; adds a Construction category for MDEQ project implementation in the amount of \$2,000,000; and adds an Other Direct Costs category for subrecipient project implementation in the amount of \$8,000,000.

Amended Budget Narrative is posted below.

The following section outlines and explains the budget for the Water Quality Improvement Program. All funds will be used for activities specific to this program. The budget associated with this project reflects the anticipated level of effort to implement the Water Quality Improvement Program throughout the life of the grant. MDEQ personnel, with existing contractual support, will execute the scope of work described in the project narrative. MDEQ will follow State Procurement law for procuring services, including equipment, vehicles and supplies, related to this program which is consistent with procedures followed when using non-federal funds.

Pre-Award Activities

Estimated Funding Amount: \$734.00

Funding Source: RESTORE Funds

Pre-Award activities carried out by MDEQ personnel during the pre-award period may include, but are not limited to, the development, coordination, and execution of a grant award between MDEQ and the RESTORE Council, as well as program delivery components described in the project narrative (i.e., Components #1-3), which include project management and oversight, data management, and project identification and monitoring.

a. Personnel - \$299.28

b. Fringe – \$96.10

MDEQ's fringe benefit rate is calculated as 31% of the personnel costs and is comprised of:

6.20% Social Security

1.45% Medicare

15.75% Retirement
5.60% Health Insurance
2.00% Worker's Compensation

c. Travel – \$148.57

MDEQ – It is estimated that MDEQ personnel may make 1 round trip to the Mississippi Gulf Coast.

The purpose of the trip will be for MDEQ personnel to visit the Mississippi Gulf Coast to participate in compatibility, coordination, and restoration planning activities.

d. Equipment – Estimated \$0.00

Equipment includes various equipment necessary to support the scope of work, including computer, laptop, printer, etc.

e. Supplies – \$11.45

Supplies include consumables such as paper, ink, binders, and other supplies specific to the activities occurring in this task. According to the State of Mississippi Chart of Accounts, gasoline purchases are considered supplies; as such, supplies also include the cost of mileage for MDEQ Travel.

f. Contractual Costs – \$3.74

Contractual support includes support of activities carried out by MDEQ personnel during the pre-award period. Activities may include, but are not limited to, the development, coordination, and execution of a grant award between MDEQ and the RESTORE Council, as well as program delivery components described in the project narrative (i.e., Components #1-3), which include program management and oversight, data management, project identification and monitoring, legal and financial support for water quality improvement activities.

g. Other – Estimated \$0.00

There are no estimated other costs associated with this task.

h. Indirect Costs – \$174.16

Indirect costs are calculated using MDEQ's Negotiated Indirect Cost Rate Agreement approved by the U.S. Environmental Protection Agency (EPA). The current approved indirect rate is 54.13% of the personnel and fringe sub-total.

Post-Award Activities

Estimated Funding Amount: \$4,326,055.00

Funding Source: RESTORE Funds

Post-Award activities carried out by MDEQ personnel throughout the life of the grant may include, but are not limited to, the program delivery components described in the project narrative (i.e., Components #1-#3), which include program management and oversight, data management, and project identification and monitoring.

a. Personnel^[1] – Estimated \$599,609.00

Director of the Office of Restoration
Environmental Engineer IV
Environmental Admor III
Environmental Engineer in Training

OR Accounting Chief
OR Administrative Assistant
OR Accountant/Auditor
DEQ Staff Counsel
FSD Chief
FSD Environmental Scientist I
FSD Environmental Scientist I
FSD Environmental Scientist I
FSD Environmental Scientist IV

b. Fringe – Estimated \$185,876.00

MDEQ's fringe benefit rate is calculated as 31% of the personnel costs and is comprised of:

6.20% Social Security
1.45% Medicare
15.75% Retirement
5.60% Health Insurance
2.00% Worker's Compensation

c. Travel – Estimated \$16,413.00

MDEQ – It is estimated that MDEQ personnel may make 90 round trips to the Mississippi Gulf Coast. The purpose of the trips will be for MDEQ personnel to visit the Mississippi Gulf Coast to participate in Water Quality Improvement Program activities.

Hotel: 90 hotel nights at \$100.00 per night = \$9,000.00

Estimated 2 days per round trip: 180 days at \$41.00 per day = \$7,380.00

d. Equipment – Estimated \$104,048.00

MDEQ will require one vehicle for staff use in water quality sampling and monitoring. The estimated vehicle cost is \$25,000.00. MDEQ will also require \$79,048 for equipment to process water quality samples. **Please see equipment requests uploaded as a grant note in Grantsolutions for this award.**

e. Supplies – Estimated \$453,592.00

Supplies include consumables such as paper, ink, binders, and other supplies specific to the activities occurring in this task. Supplies also include items necessary for water sample testing and analysis. Examples of supplies needed may include laboratory supplies (sample bottles, petri dishes, cylinders, beakers, etc.), field supplies (coolers, sampling containers, shovels, personal protection materials, flagging, etc.). Types of supplies needed and quantities of supplies required will be based upon specific microbiological protocols and duration and frequency of testing activities, which will be determined during project development and implementation. Water testing and analysis supplies may be used by MDEQ personnel and contractors supporting MDEQ activities. Supplies also include the cost of mileage for MDEQ travel and fieldwork.

Approximately 90 trips to Mississippi Gulf Coast (320 miles round trip)

f. Contractual Costs – Estimated \$2,541,293.00

Contractual support includes program management, legal and financial support for Water Quality Improvement Program activities.

Covington Civil and Environmental, LLC

Program Management and Technical Support \$1,353,453.00
Balch and Bingham, LLP
Legal Support \$195,000.00

MDEQ Other Contractual

Feasibility, monitoring support, studies, source tracking, etc. \$977,940.00
Other Contractual expenses may include, but are not limited to:
Printing, auditing, monitoring, etc. \$10,000.00
Analytical computer software for microbiological analyses. \$4,900.00

g. Other – Estimated \$0.00

There are no estimated other costs associated with this task.

h. Indirect Costs – Estimated \$425,224.00

Indirect costs are calculated using MDEQ's Negotiated Indirect Cost Rate Agreement approved by the U.S. Environmental Protection Agency (EPA). The current approved indirect rate is 54.13% of the personnel and fringe sub-total.

Project Implementation

Estimated Funding Amount: \$10,000,000.00

Funding Source: RESTORE Funds

MDEQ may implement projects (or components thereof) directly, through contractual services, or through eligible subrecipients. MDEQ will evaluate the needs and requirements of each project selected for implementation to determine the most effective and efficient method of implementation (i.e. through contract or through subaward). A detailed budget and budget narrative will be provided to the RESTORE Council for each project implemented through subgrant or contract, as described in the project narrative. Any remaining miscellaneous amount is for future projects. It is anticipated that any subrecipient identified will be municipal or county governmental entities for site implementation activities within local jurisdictional boundaries. Subrecipients, if non-state entities, will be required to follow federal procurement standards.

a. Construction Costs – Estimated \$2,000,000.00

Construction Costs related to project implementation for projects implemented MDEQ and may include contracting for engineering and design, any required permitting, and any needed repairs, upgrades, or construction of stormwater and wastewater management systems. Any miscellaneous amount is for future projects.

i. Architectural and engineering fees	\$392,445.00	
BOPP-1 - Allen Engineering & Science, Inc.		\$150,000.00
BOPP-2 - Unabridged Architecture		\$242,445.00
BOPP-3 - Moffatt and Nichol		\$524,951.00
ii. Other architectural and engineering fees	\$80,060.00	
BOPP-1 Construction Phase Engineering - Allen ES, Inc.		\$80,060.00
iii. Project inspection fees	\$74,940.00	
BOPP-1 Construction Phase Engineering - Allen ES, Inc.		\$74,940.00

iv. Construction	\$918,125.00	
BOPP-1 Construction MDEQ		\$918,125.00
v. Contingencies	\$92,000.00	
BOPP-1 Construction MDEQ		\$92,000.00
vi. Miscellaneous	\$442,430.00	
TBD (Future Projects)		\$442,430.00

b. Other (Subaward) – Estimated \$8,000,000.00

Other Subaward Costs related to project implementation may include subawards to eligible entities for Water Quality Improvement Projects for engineering and design, any required permitting, and any needed repairs, upgrades, or construction of stormwater and wastewater management systems.

LB-TRAUT – City of Long Beach	\$727,092.00
BSL-Ramoneda – City of Bay Saint Louis	\$331,000.00
JCUA-Septic Abatement – Jackson County Utility Authority	\$2,607,875.00
Coffee Creek Sewer Rehabilitation – City of Gulfport	\$2,599,005.00
WJCUD-Sewer – West Jackson County Utility District	\$1,311,313.00

ATTACHMENT B
WORKPLAN

PROJECT IDENTIFIED FOR IMPLEMENTATION:

Coffee Creek Sewer Rehabilitation

Estimated Cost: \$2,599,005 (Engineering and Design, Permitting, Construction, and Construction Phase Engineering/Inspection)

Estimated Timeline: Amendment Approval + 24 months

SECTION A. PROGRAM CONSISTENCY

1. CONSISTENCY WITH THE PROGRAM

This project will support the enhancement of water quality of Mississippi's coastal water resources by funding the engineering and design, permitting, and construction of wastewater system infrastructure upgrades in the project area. These system upgrades will reduce sewer overflows by improving ageing pipes and addressing erosion that are impacting Coffee Creek and the Mississippi Sound. Ongoing meetings have been held with the City of Gulfport over the last several months to better understand and conceptualize potential solutions to water quality issues brought to light through MDEQ's water quality sampling program. Early sampling data for Coffee Creek indicated high values of enterococci. Water quality sampling was expanded to additional upstream tributaries and storm water drainage-ways that feed the creek within the watershed to obtain higher resolution data to locate the source(s). Results confirmed a high concentration of enterococcus in a drainage-way between Courthouse Road and Texas Avenue and another in the continuation of the same drainage-way between Texas Avenue and Hancock Avenue – both located in a densely populated area of central Gulfport.

2. SUPPORT OF PRIMARY GOALS AND OBJECTIVES OF THE PROGRAM

This project supports the following primary goal:

- Restore Water Quality and Quantity

This project supports the following primary objective:

- Restore, Improve, and Protect Water Resources

3. CONTRIBUTION TO PROGRAM METRICS

This project will contribute to the following program metrics:

- RES002: Water Quality Improvement - # of upgrades to stormwater and wastewater systems
- PRM013: Restoration planning/design/permitting - # of Environmental Compliance Documents Developed
- PRM011: Restoration planning/design/permitting - # of E&D Plans Developed
- PRM004: Monitoring - # of monitoring programs implemented
- RES004: Monitoring - CFU reduction in bacterial loads

SECTION B. PROJECT WORKPLAN

1. PROJECT NARRATIVE

A. SCOPE OF WORK

The project will support mitigation of water quality impairments by providing rehabilitation to a sewer main in the Coffee Creek watershed in Gulfport, MS. Anticipated project implementation components, which will be refined in the engineering and design phase, may include, but are not limited to, the following:

- The replacement of an existing 8” sanitary sewer main with two new 8” mains, along with their associated service connections, from properties located to both the north and the south of a drainage way bounded by 31st and 32nd Avenues in the City of Gulfport.
- Lining the storm drainage-way with a three-sided precast box to allow for future maintenance and the ability to create a stable area for the two new sanitary mains and the backyards of the adjacent neighboring homes.
- The restoration of a severely eroded open cut ditch with the installation of an 8’x6’ box culvert to develop a continuous drainage-way through existing populated areas.

The City of Gulfport has easements and right-of-way within the project footprint, however, outreach to adjacent homeowners would occur prior to construction. Additionally, the appropriate environmental compliance permits would be acquired before construction.

B. PARTICIPATING ORGANIZATIONS (SUBRECIPIENTS, CONTRACTORS, ETC.)

NAME OF SUB-RECIPIENT: City of Gulfport

UEI # OF SUB-RECIPIENT: G8SCFJ32K4N5

SELECTION METHOD: The City of Gulfport is the public entity which owns, operates and maintains wastewater infrastructure in the project area.

MONITORING OF SUB-RECIPIENT: See Program Management and Oversight Section in Water Quality Improvement Program Narrative.

C. PROJECT LOCATION

Gulfport, MS. See Attachment A and Figure 1 in Attachment B for locations for upgrades.

D. PERFORMANCE MEASUREMENT

See updated Observational Data and Data Management Plans. The expected outcome following this specific restoration is the reduction of non-point source wastewater pollution measured by the number of sewer infrastructure rehabilitated. The monitoring efforts are part of the Water Quality Improvement Program, Task 2, Scope of Work.

E. ENVIRONMENTAL COMPLIANCE

Engineering and Design plans developed by the sub-recipient will lead to the application and receipt of all required environmental compliance documentation for construction, as needed.

F. BEST AVAILABLE SCIENCE

See Attachment B for Best Available Science.

2. PROJECT SCHEDULE, PRIMARY MILESTONES, AND ESTIMATED USEFUL LIFE

A. PROJECT SCHEDULE

- Procure Design Consultant: Amendment approval + 3 Months
- Completion of Engineering & Design: Amendment approval + 9 Months
 - Preliminary planning
 - 30% design
 - 60% design – elements are submitted for permitting
 - 100 % Final design
- Completion of Permitting: Amendment approval + 12 Months
 - Signed permits
- Completion of Bidding: Amendment approval + 15 Months
- Construction Complete: Amendment approval + 24 Months
 - As built drawings of completed construction features

B. PRIMARY MILESTONES

The primary milestones associated with this project application are:

- Completion of Engineering and Design
 - Preliminary planning
 - 30% design
 - 60% design – elements are submitted for permitting
 - 100 % Final design
- Completion of Bidding and Procurement
- Completion of Construction Activities
 - As-built drawings of completed construction features

C. ESTIMATED USEFUL LIFE

The estimated useful life would be approximately 50 years

D. METRICS

- RES002: Water Quality Improvement - # of upgrades to stormwater and wastewater systems
- PRM013: Restoration planning/design/permitting - # Environmental Compliance Documents Developed
- PRM011: Restoration planning/design/permitting - # of E&D Plans Developed
- PRM004: Monitoring - # of monitoring programs implemented
- RES004: Monitoring - CFU reduction in bacterial loads

3. BUDGET NARRATIVE

Sub-recipient activities under this project include engineering and design, permitting, construction, construction phase engineering, and construction inspection. The City of Gulfport would implement the project and procure professional services for engineering, design, and permitting efforts. Contractual services will be procured by the sub-recipient consistent with applicable procurement standards. Budget estimates were provided by the sub-recipient and are based on preliminary engineering estimates and experience with projects of similar scope. See

Attachment C – Detailed Sub-Recipient Budget Estimate. Construction will be based on final plans and specifications.

Object Class Category	Budget
Personnel	-
Fringe Benefits	-
Travel	-
Equipment	-
Supplies	-
Contractual	-
Construction	-
Other	\$2,599,005.00
TOTAL DIRECT COSTS	\$2,599,005.00
Indirect Costs	-
TOTAL ESTIMATED COSTS	\$2,599,005.00

4. UPDATES TO PROGRAM ODP AND DMP

See updated Observational Data and Data Management Plans.

5. UPDATES TO PROGRAM GIS FILES TO INCLUDE LOCATION(S)

See uploaded GIS files.

6. ATTACHMENTS

- Attachment A – Project Location Map(s)
- Attachment B – Best Available Science
- Attachment C – Detailed Sub-Recipient Budget Estimate
- Attachment D – Environmental Checklist

Attachment A – Project Location Map(s)

Attachment B – Best Available Science

Attachment C – Detailed Sub-Recipient Budget Estimate

ATTACHMENT C**STANDARD SUB-AWARD TERMS AND
CONDITIONS****1. APPLICABLE LAW**

The Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi and applicable federal law excluding, its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. SUB-RECIPIENT shall comply with applicable federal, state, and local laws and regulations.

2. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUB-RECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

3. REPRESENTATION REGARDING CONTINGENT FEES

SUB-RECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

4. REPRESENTATION REGARDING GRATUITIES

SUB-RECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

5. PROCUREMENT REGULATIONS

The SUB-RECIPIENT shall comply with current federal law, rules and regulations, and, in particular, 2 C.F.R. §§ 200.318, General Procurement Standards, through 200.327, Contract Provisions, in any procurement required to complete the tasks in the Scope of Work. The SUB-RECIPIENT shall also ensure that every purchase order or contract includes any clauses required by 2 C.F.R. § 200.327 Contract provisions, as identified in Appendix II to 2 C.F.R. Part 200.

6. SUB-AWARDS

If the SUB-RECIPIENT is authorized to make a sub-award, the SUB-RECIPIENT must include and incorporate the terms and conditions of the Federal Award, and any Special Award Conditions, the terms and conditions of this Agreement and any attachments, in all lower tier sub-awards. Further, the SUB-RECIPIENT, who makes a sub-award, must follow and carry out all the responsibilities of a pass-through entity described at 2 C.F.R. Part 200.

7. COMPLIANCE WITH LAWS

The SUB-RECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and the SUB-RECIPIENT agrees during the Period of Performance of the Agreement that the SUB-RECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. The SUB-RECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

8. STOP WORK ORDER

- A. *Order to Stop Work:* MDEQ may, by written order to SUB-RECIPIENT at any time and without notice to any surety, require SUB-RECIPIENT to stop all or any part of the work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUB-RECIPIENT, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUB-RECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:
 - i. cancel the stop work order; or,
 - ii. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.
- B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUB-RECIPIENT shall have the right to resume work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

- i. The stop work order results in an increase in the time required for, or in SUB-RECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
 - ii. SUB-RECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.
- C. *Termination of Stopped Work*: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

9. E-PAYMENT

SUB-RECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

10. E-VERIFICATION

If applicable, SUB-RECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUB-RECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUB-RECIPIENT agrees to provide a copy of each such verification. SUB-RECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

11. TRANSPARENCY

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration's independent agency Agreement website for public access at

<http://www.transparency.mississippi.gov>. Information identified by SUB-RECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

12. PAYMODE

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUB-RECIPIENT's choice. MDEQ may, at its sole discretion, require the SUB-RECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. The SUB-RECIPIENT understands and agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

13. TERMINATION

The Agreement may be terminated as follows:

A. TERMINATION FOR CONVENIENCE

- i. *Termination.* The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUB-RECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.
- ii. *SUB-RECIPIENT's Obligations.* SUB-RECIPIENT shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination SUB-RECIPIENT will stop work to the extent specified. SUB-RECIPIENT shall also terminate outstanding orders and contracts as they relate to the terminated work. SUB-RECIPIENT shall settle the liabilities and claims arising out of the termination of contracts and orders connected with the terminated work. MDEQ may direct SUB-RECIPIENT to assign SUB-RECIPIENT's right, title, and interest under terminated orders or contracts to MDEQ. SUB-RECIPIENT must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

B. TERMINATION FOR DEFAULT

If SUB-RECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUB-RECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUB-RECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform. In the event of termination in

whole or in part, MDEQ may procure similar supplies or services in a manner and upon terms deemed appropriate by MDEQ. SUB-RECIPIENT shall continue performance of the Agreement to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUB-RECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUB-RECIPIENT in which the State has an interest.

C. TERMINATION UPON BANKRUPTCY

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUB-RECIPIENT, if SUB-RECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUB-RECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUB-RECIPIENT shall be entitled to recover just and equitable compensation for satisfactory work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

14. DISPUTES

Before pleading to any judicial system at any level, the SUB-RECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to the SUB-RECIPIENT within fourteen (14) days after receipt of information requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at the SUB-RECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. Section 49-17-35 and -41. In the alternative, at the SUB-RECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. Section 49-17-41.

15. ANTI-ASSIGNMENT/CONTRACTING

SUB-RECIPIENT acknowledges that it was selected by MDEQ to perform the Work required hereunder based, in part, upon SUB-RECIPIENT's special skills and expertise. Unless contractors are otherwise identified and approved in accordance with the "Contracts" provision of this Agreement, SUB-RECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in addition to the Maximum Amount agreed upon in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem

necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the parties.

16. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The SUB-RECIPIENT certifies that (a) it is a Mississippi governmental entity; (b) entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

17. DEBARMENT AND SUSPENSION

SUB-RECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

- A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- B. has not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;
- C. has not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (2) and (3) of this certification; and,
- E. has not, within a three-year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

18. CONFIDENTIALITY

- A. *Information Designated by Contractor as Confidential.* Any disclosure of those materials, documents, data and other information, which SUB-RECIPIENT has designated in writing as proprietary and confidential shall be subject to the provisions of Miss. Code Ann. §§ 25-61-9 and 79-23-1. As provided in this Agreement, the personal or professional services to be provided, the price to be paid, and the term of the Agreement shall not be deemed to be a trade secret or confidential commercial or financial information.

- B. *Public Records.* Notwithstanding any provision to the contrary contained herein, all Parties recognize that MDEQ is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Miss. Code Ann. §§ 25-61-1 *et seq.* If a public records request is made for any information provided to MDEQ pursuant to this Agreement and designated by the SUB-RECIPIENT in writing as trade secrets or other proprietary confidential information, MDEQ shall follow provisions of Miss. Code Ann. §§ 25-61-9 and 79-23-1 before disclosing such information. MDEQ shall not be liable to SUB-RECIPIENT for disclosure of information required by court order or required by law.
- C. *Disclosure of Confidential Information.* In the event that either party to this Agreement receives notice that a third party requests divulgence of Confidential Information or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of Confidential Information or otherwise protected information, that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this Agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 *et seq.*
- D. *Wrongful Disclosure of Confidential Information.* Any liability resulting from the wrongful disclosure of Confidential Information on the part of SUB-RECIPIENT or its contractor shall rest with SUB-RECIPIENT. Disclosure of any Confidential Information by SUB-RECIPIENT or its subcontractor without the express written approval of MDEQ may result in the immediate termination of this Agreement.
- E. *Exceptions to Confidential Information.* SUB-RECIPIENT and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party (“**Disclosing Party**”) which is:
- (1) Rightfully known to the recipient prior to negotiations leading to this Agreement, other than information obtained in confidence under prior engagements;
 - (2) Generally known or easily ascertainable by nonparties to this Agreement;
 - (3) Released by the Disclosing Party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
 - (4) Independently developed by the recipient without any reliance on confidential information;
 - (5) Part or later becomes part of the public domain or may be lawfully obtained by the State or SUB-RECIPIENT from any nonparty; or
 - (6) Disclosed with the Disclosing Party’s prior written consent; or

(7) As otherwise required to be disclosed by law.

19. FAILURE TO ENFORCE

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

20. FORCE MAJEURE

Each Party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its contractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, SUB-RECIPIENT shall notify MDEQ immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless MDEQ determines it to be in its best interest to terminate the Agreement.

21. INDEMNIFICATION

The SUB-RECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUB-RECIPIENT's tort liability, as an entity of the State of Mississippi, is determined and controlled in accordance with Mississippi Code Annotated §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

22. SUB-RECIPIENT STATUS

The SUB-RECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUB-RECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

The SUB-RECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by the SUB-RECIPIENT to perform the services hereunder shall be an employee or independent contractor of the SUB-RECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

The SUB-RECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUB-RECIPIENT'S contractors, subcontractors, employees or agents.

23. INSURANCE

SUB-RECIPIENT is self-insured for liability under the Mississippi Tort Claims Act, Miss. Code Ann. § 11-46-1, et seq. The SUB-RECIPIENT must also maintain appropriate insurances to cover property, this includes equipment purchased under this Agreement. Should SUB-RECIPIENT procure additional insurance against liability for injury to persons or property, it should have MDEQ named as additional insureds on all such policies for any work performed by SUB-RECIPIENT pursuant to this Agreement and provide MDEQ with appropriate Certificates of Insurance and endorsements reflecting such additions within thirty (30) days after this Agreement is fully-executed.

Notwithstanding this Section, the Sub-recipient and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

24. ENTIRE AGREEMENT

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and the SUB-RECIPIENT. SUB-RECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

25. AMENDMENTS OR MODIFICATION

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

26. ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUB-RECIPIENT.

27. OWNERSHIP OF DOCUMENTS AND WORK PAPERS

MDEQ shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the Project which is the subject of this Agreement, except for SUB-RECIPIENT's internal administrative and quality assurance files and internal project correspondence. SUB-RECIPIENT shall deliver such documents and work papers to MDEQ. The foregoing notwithstanding, SUB-RECIPIENT shall be entitled to retain a set of such work papers for its files.

28. RECORD RETENTION AND ACCESS TO RECORDS

Provided SUB-RECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUB-RECIPIENT, RESTORE Council, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUB-RECIPIENT's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUB-RECIPIENT's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUB-RECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUB-RECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

- A. SUB-RECIPIENT has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. no audit, litigation or other action arising out of or related in any way to this Project is commenced before SUB-RECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUB-RECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and
- C. SUB-RECIPIENT provides MDEQ a minimum of thirty (30) days' written notice before providing the above-mentioned records and corresponding certification.

29. RIGHT TO AUDIT

SUB-RECIPIENT shall maintain such financial records and other records as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUB-RECIPIENT shall retain these records for a period of ten years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten-year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General and RESTORE Council.

30. RIGHT TO INSPECT WORK; ACCESS

RESTORE Council, the Government Accountability Office, MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by RESTORE Council, the Government Accountability Office, MDEQ and their representatives, invitees, and consultants, SUB-RECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUB-RECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUB-RECIPIENT's performance of the Work.

31. SEVERABILITY

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

32. THIRD PARTY ACTION NOTIFICATION

SUB-RECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUB-RECIPIENT by any entity that may result in litigation related in any way to this Agreement.

33. UNSATISFACTORY WORK

If, at any time during Period of Performance, the service performed or work done by SUB-RECIPIENT is considered by MDEQ to be unsatisfactory, MDEQ shall notify the SUB-RECIPIENT of such and the SUB-RECIPIENT will be required to correct such service or work. If, at any time during Period of Performance, the service performed or work done by SUB-RECIPIENT is considered by MDEQ to create a condition that threatens the health, safety, or welfare of the environment, citizens and/or employees of the State of Mississippi, SUB-RECIPIENT shall, on being notified by MDEQ, immediately correct such deficient service or work. In the event SUB-RECIPIENT fails, after notice, to correct the deficient service or work immediately, MDEQ shall have the right to order the correction of the

deficiency by separate Agreement or with its own resources at the expense of SUB-RECIPIENT.

34. WAIVER

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

35. COMPLIANCE WITH MISS. CODE ANN. § 31-5-37

If applicable, SUB-RECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUB-RECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUB-RECIPIENT shall require the Contracted Party to submit to both SUB-RECIPIENT and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUB-RECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

36. CONFLICT OF INTEREST

The SUB-RECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, the SUB-RECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ's satisfaction, MDEQ reserves the right to terminate this Agreement per the "Termination for Convenience" clause.

37. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

38. NO THIRD-PARTY BENEFICIARIES

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

39. EVALUATION

SUB-RECIPIENT agrees to cooperate with MDEQ by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and this Agreement for a period of ten (10) years after the date on which the Final Reports are provided.

40. VENUE

Venue for the resolution of any dispute, according to Disputes Clause of this Agreement, and any subsequent litigation shall be in Jackson, Hinds County, Mississippi.

41. HEADINGS

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

RESTORE COUNCIL FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS

*Gulf Coast Ecosystem Restoration Council
August 2015*

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RESTORE COUNCIL **FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS**

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THESE RESTORE COUNCIL FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (ST&Cs) ARE INCORPORATED INTO AND MADE A PART OF THE GRANT AWARD TO WHICH THEY ARE ATTACHED.

A. STATUTORY AND NATIONAL POLICY REQUIREMENTS

The non-Federal entity¹ (also referred to as “recipient” or “grantee”) and any subrecipients must, in addition to the assurances made as part of the application, comply and require each of its contractors and subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, terms and conditions, and approved applications. This document provides the Gulf Coast Ecosystem Restoration Council (“Council”) standard terms and conditions (ST&Cs) for all Council awards. 2 CFR § 5900.101 provides the Council’s adoption of 2 CFR Part 200, giving regulatory effect to the OMB guidance.

This award is subject to the laws and regulations of the United States. Any inconsistency or conflict in terms and conditions specified in the award will be resolved according to the following order of precedence: public laws, regulations, applicable notices published in the *Federal Register*, EOs, OMB circulars, the Council ST&Cs, and special award conditions. Special award conditions may amend or take precedence over the ST&Cs if and when so provided by the ST&Cs.

Certain of the ST&Cs contain, by reference or substance, a summary of the pertinent statutes or regulations published in the *Federal Register* or Code of Federal Regulations (C.F.R.), EOs, OMB circulars, or the assurances (Forms SF-424B and SF-424D). No such provision will be construed so as to be in derogation of, or an amendment to, any such statute, regulation, EO, OMB circular, or assurance.

B. PROGRAMMATIC REQUIREMENTS

The recipient must use funds only for the purposes identified in the grant award agreement in accordance with the requirements in 31 C.F.R. § 34.803(d). All activities under the award must meet the eligibility requirements of the Gulf RESTORE Program as defined in 31 C.F.R. §§ 34.201, 34.202 or 34.203, according to component.

¹ The OMB *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* located at 2 C.F.R. part 200 uses the term “non-Federal entity” to generally refer to an entity that carries out a Federal award as a recipient or subrecipient. Because certain of the provisions of these ST&Cs apply to recipients rather than subrecipients, or vice versa, for clarity, these ST&Cs use the terms “non-Federal entity”, “recipient”, and “subrecipient.” In addition, the OMB Uniform Guidance uses the term “pass-through entity” to refer to a non-Federal entity that makes a subaward.

“Non-Federal entity” is defined at 2 C.F.R. § 200.69 as “a State, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.”

“Recipient” is defined at 2 C.F.R. § 200.86 as “a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.”

“Subrecipient” is defined at 2 C.F.R. § 200.93 as “a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.”

“Pass-through entity” is defined as 2 C.F.R. § 200.74 as “a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.”

.01 Performance (Technical) Reports

- a. Non-Federal entities must use OMB-approved governmentwide standard information collections when providing financial and performance information and, as appropriate and in accordance with such information collections, are required to relate financial data to the performance accomplishments of the Federal award. When applicable, recipients must also provide cost information to demonstrate cost effective practices (e.g., through unit cost data). The Non-Federal entity's performance will be measured in a way that will help the Council and other non-Federal entities to improve program outcomes, share lessons learned and spread the adoption of promising practices. Recipients will be provided with clear performance goals, indicators and milestones as described in 2 C.F.R. § 200.210 "Information contained in a Federal award."
- b. Recipients must submit performance (technical) reports, which may be Form SF-PPR "Performance Progress Report" or any successor form, or another format as required by the Council, to the Council-designated grants officer (Grants Officer). Performance reports should be submitted electronically, unless the recipient makes an arrangement with the Grants Officer for submission in hard copy (no more than one original and two copies) in accordance with the award conditions.
- c. Performance Reports must be submitted with the same frequency as the Federal Financial Report (Form SF-425), unless otherwise authorized by the Grants Officer. If events occur between scheduled performance reporting dates that have significant impact upon the activity, project or program, the recipient must notify the Grants Officer as soon as possible.
- d. Performance (technical) reports shall contain brief information as prescribed in the *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (2 C.F.R. part 200, specifically 2 C.F.R. § 200.328) incorporated into the award, unless otherwise specified in the award provisions. Specifically, in the "performance narrative" (item 10 on the SF-PPR), the recipient must provide the following information.
 1. Activities and Accomplishments:
 - i. Summarize activities undertaken during the reporting period;
 - ii. Summarize any key accomplishments, including milestones and metrics completed for the period;
 - iii. List any contracts awarded during the reporting period, along with the name of the contractor and its principal, the DUNS number of the contractor, the value of the contract, the date of award, a brief description of the services to be provided, and whether or not local preference was used in the selection of the contractor; and
 - iv. If the recipient is authorized to make subawards, list any subawards executed during the reporting period, along with the name of the entity and its principal, the DUNS number of the entity, the value of the agreement, the date of award, and a brief description of the scope of work.
 2. Adaptive Management:
 - i. Indicate if any operational, legal, regulatory, budgetary, and/or ecological risks, and/or any public controversies, have materialized; if so, indicate what mitigation strategies have been undertaken to attenuate these risks or controversies; and
 - ii. Summarize any challenges that have impeded the recipient's ability to accomplish the approved scope of work on schedule and on budget.

3. Findings/Events: Summarize any significant findings or events, if applicable.
4. Dissemination Activities: Describe any activities to disseminate or publicize results of the activity, project, or program, if applicable.
5. Monitoring:
 - i. Describe all efforts taken to monitor contractor and/or subrecipient performance, to include site visits, during the reporting period. For subawards, indicate whether the subrecipient submitted an audit to the recipient, and if so, whether the recipient issued a management decision on any findings; and
 - ii. Describe any other activities or relevant information not already provided.
6. Planned Activities: Summarize the activities planned for the next reporting period.
7. Attachments: List and attach any deliverables completed during the performance period or other materials to be submitted with the report.

.02 Reporting on Real Property

In accordance with 2 C.F.R. § 200.329, the Federal awarding agency or pass-through entity must require a non-Federal entity to submit reports at least annually on the status of real property in which the Federal government retains an interest, unless the Federal interest in the real property extends 15 years or longer. If the attached Federal interest is for a period of 15 years or longer, the Council or pass-through entity may, at its option, require the non-Federal entity to report at various multi-year frequencies as specified in the terms of the award (e.g., every two years or every three years, not to exceed a five-year reporting period; or the Council or pass-through entity may require annual reporting for the first three years of a Federal award and thereafter require reporting every five years).

.03 Unsatisfactory Performance

Failure to perform the work in accordance with the terms of the award and maintain at least a satisfactory performance as determined by the Council may result in designation of the non-Federal entity as high risk and the assignment of special award conditions or other further action as provided in Section B.06, “Non-Compliance with Award Provisions” below.

.04 Programmatic Changes

The non-Federal entity shall report programmatic changes to the Grants Officer in accordance with 2 C.F.R. § 200.308, and shall request prior approvals in accordance with 2 C.F.R. § 200.407.

.05 Other Federal Awards with Similar Programmatic Activities

The non-Federal entity shall immediately provide written notification to the Grants Officer in the event that, subsequent to receipt of the Council award, other financial assistance is received to support or fund any portion of the scope of work incorporated into the Council award. The Council will not pay for any costs that are funded by other sources.

.06 Non-Compliance with Award Provisions

Failure to comply with any or all of the provisions of the award may have a negative impact on future funding by the Council and may be considered grounds for any or all of the following actions: withholding of payments pending correction of the deficiency by the non-Federal entity and/or more severe enforcement action by the Council or pass-through entity in accordance with 2 C.F.R. § 200.338; disallowance of (that is, denial of both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance; suspension or termination of all or any portion of the award; initiation of suspension or debarment proceedings as authorized under 2 C.F.R. part 180 and any Council regulations and policies promulgated pursuant to its authority (or in the case of a pass-through entity, recommendation that such a proceeding be initiated by the Council); withholding of further awards for the project or program; or enforcement of other remedies that may be legally available. *See also* 2 C.F.R. §§ 200.339 through 200.342.

.07 Prohibition against Assignment by the Non-Federal Entity

The non-Federal entity shall not transfer, pledge, hypothecate, mortgage, or otherwise assign the award, or any interest therein, or any claim arising thereunder, to any party or parties, including without limitation any bank, trust company or other financing or financial institution, without the express written approval of the Grants Officer.

.08 Disclaimer Provisions

- a. The United States expressly disclaims any and all responsibility or liability to the non-Federal entity or third persons for any actions of the non-Federal entity or third persons resulting in death, bodily injury, personal or property damage, or any other damage, loss or liability in connection with or resulting in any way from the performance of this award or any subaward or subcontract under this award.
- b. Acceptance of this award by the non-Federal entity does not in any way establish or constitute an agency relationship between the United States and the non-Federal entity.

C. FINANCIAL REQUIREMENTS

.01 Financial Reports

- a. In accordance with 2 C.F.R. § 200.327, the recipient shall submit a “Federal Financial Report” (Form SF-425 or any successor form, or another format as required by the Council) on a semi-annual basis. Semi-annual reporting periods will be specified in the grant award for either the periods ending March 31 and September 30, or any portion thereof, or June 30 and December 31, or any portion thereof, unless otherwise specified in a special award condition. Reports are due no later than 30 days following the end of each reporting period. A final Form SF-425 shall be submitted within 90 days after the expiration of the project period.
- b. The report should be submitted to the Grants Officer electronically, unless the recipient makes an arrangement with the Grants Officer for submission in hard copy (no more than one original and two copies), in accordance with the award conditions.

- c. The recipient must report to the Council at the conclusion of the grant period, or other period specified by the Council, on the use of funds pursuant to the award in accordance with the requirements in 31 C.F.R. § 34.803(e).
- d. The recipient must forecast cash requirements/draws semi-annually, for the periods October 1 to March 31 and April 1 to September 30, throughout the life of the grant. Forecasted cash requirements must be updated with the submission of each “Federal Financial Report.”

.02 Financial Management

- a. In accordance with 2 C.F.R. § 200.302(a), each State, including a state’s administrative agents and the Gulf Consortium of Florida counties, must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state’s own funds. In addition, the state’s and other non-Federal entities’ financial management systems, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions – including preparation of accurate, current and complete SF-425, Performance (Technical) Report, reporting on subawards, and any additional reports required by any additional award conditions. The financial management system also must be sufficient to trace funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations – including without limitation the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act), Council and Treasury RESTORE Act regulations – and the terms and conditions of the Federal award. *See also* 2 C.F.R. § 200.450 “Lobbying.”
- b. The financial management system of each non-Federal entity must provide all information required by 2 C.F.R. § 200.302(b) and maintain detailed records sufficient to account for the receipt, obligation and expenditure of grant funds in accordance with the requirements in 31 C.F.R. § 34.803(b). *See also* 2 C.F.R. §§ 200.333 “Retention requirements for records”; 200.334 “Requests for transfer of records”; 200.335 “Methods for collection, transmission and storage of information”; 200.336 “Access to records”; and 200.337 “Restrictions on public access to records.” Specifically, the financial management system must provide for:
 - 1. Identification and tracking of all Council awards received and expended by the Catalog of Federal Domestic Assistance (CFDA) title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any;
 - 2. Records that adequately identify the source and application of all funds for Federally-funded activities, including information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest, and are supported by source documentation; and
 - 3. Effective control over, and accountability for, all Federal funds, and all property and assets acquired with Federal funds. The recipient must adequately safeguard all assets and ensure that they are used solely for authorized purposes.
- c. The recipient must establish written procedures to implement the requirements set forth in Subsection, C.03 “Award Payments,” below, as well as written procedures to determine the allowability of costs in accordance with 2 C.F.R. Part 200, subpart E “Cost Principles,” and the terms and conditions of this award.

.03 Award Payments

- a. The reimbursement method of payment will be used under this award, unless otherwise specified in a special award condition. The Grants Officer will determine the appropriate method of payment. Payments are made through electronic funds transfers directly to the non-Federal entity's bank account and in accordance with the requirements of the Debt Collection Improvement Act of 1996 (31 U.S.C. § 3701 *et. seq.*) and the Cash Management Improvement Act (31 U.S.C. § 6501 *et. seq.*).
 1. Consistent with 2 C.F.R. § 200.305(a), for States, payments are governed by the Treasury-State Cash Management Improvement Act (CMIA) agreements and default procedures codified at 31 C.F.R. Part 205 "Rules and Procedures for Efficient Federal-State Funds Transfers" and Treasury Financial Manual Volume I, 4A-2000 "Overall Disbursing Rules for All Federal Agencies."
 2. Consistent with 2 C.F.R. § 200.305(b), for non-Federal entities other than States, payment methods must minimize the amount of time elapsing between the transfer of funds from the U.S. Treasury or the pass-through entity and the disbursement by the non-Federal entity.
- b. The Council Award Number must be included on all payment-related correspondence, information, and forms.
- c. Unless otherwise provided for in the award terms, payments under this award will be made using the Department of Treasury's Automated Standard Application for Payment ([ASAP](#))² system. Under the ASAP system, payments will be made through preauthorized electronic funds transfers in accordance with the requirements of the Debt Collection Improvement Act of 1996. Awards paid under the ASAP system will contain a special award condition, clause or provision describing enrollment requirements and any controls or withdrawal limits set in the ASAP system. Recipients enrolled in the ASAP system are not required to submit a "Request for Advance or Reimbursement" (Form SF-270 or successor form), in order to receive payments relating to their award. Pre-approval prior to requesting payments may be required for recipients that are determined by the Council to be in a high risk category or noncompliant (*see* 2 C.F.R. § 200.205 "Federal awarding agency review of risk posed by applicants," and *see* section M "Remedies for Noncompliance" below).
 1. In order to receive payments under ASAP, recipients are required to enroll with the Department of Treasury, Financial Management Service, Regional Financial Centers, which enables them to use the on-line and Voice Response System (VRS) method of withdrawing funds from their ASAP established accounts.
 2. The following information will be required to make withdrawals under ASAP: (i) ASAP account number, i.e., the Federal award number found on the cover sheet of the award; (ii) Agency Location Code (ALC); and (iii) Region Code.
- d. When expressly allowed through a special award condition, advances shall be limited to the minimum amounts necessary to meet immediate disbursement needs, but in no event shall advances exceed the amount of cash required for a 30-day period. Funds advanced but not disbursed in a timely manner and any accrued interest thereon must be promptly returned to the Council. The Grants Officer may periodically request documentation from the non-Federal entity verifying that the elapsed time between the transfer of funds and disbursement has been minimized. If a non-Federal entity demonstrates an unwillingness or inability to establish procedures that will minimize time elapsing

² Department of Treasury's Automated Standard Application for Payment (ASAP) system - https://www.fiscal.treasury.gov/fsservices/gov/pmt/asap/asap_home.htm, verified on 8/18/2015.

between transfer of funds and disbursement or if the non-Federal entity otherwise fails to continue to qualify for the advance payment method, the Grants Officer may change the method of payment to reimbursement only.

- e. Where the use of an alternative system other than ASAP is provided for in the award terms, requests for payment will be submitted to the Grants Officer.
 - 1. Form SF-3881, “ACH Vendor/Miscellaneous Payment Enrollment Form,” must be completed before the first award payment can be made via the “Request for Advance or Reimbursement” (Form SF-270) request.
 - 2. When advance payment is expressly allowed for by special award condition, the non-Federal entity must submit the request no more frequently than monthly, and advances will be approved for periods to cover only expenses anticipated over the following 30 days. The non-Federal entity must complete the “ACH Vendor Miscellaneous Payment Enrollment Form” (Form SF-3881 or successor form), and Form SF-270, and submit those forms to the Grants Officer.

.04 Federal and Non-Federal Sharing

- a. Awards that include Federal and non-Federal sharing incorporate a budget consisting of shared allowable costs. If actual allowable costs are less than the total approved budget, the Federal and non-Federal cost shares shall be calculated by applying the approved Federal and non-Federal cost share ratios to actual allowable costs. If actual allowable costs are greater than the total approved budget, the Federal share shall not exceed the total Federal dollar amount authorized by the award.
- b. The non-Federal share, whether in cash or in-kind, is to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the Grants Officer based on sufficient documentation demonstrating previously determined plans for, or later commitment of, cash or in-kind contributions. In any case the non-Federal entity must meet its cost share commitment over the life of the award. The non-Federal entity must create and maintain sufficient records sufficient to justify all non-Federal sharing requirements and to facilitate questions and audits. *See* Section I “Audits” below for audit requirements, and *see* 2 C.F.R. § 200.306 for additional requirements regarding cost sharing.

.05 Program Income

- a. Non-Federal entities are encouraged to earn income to defray program costs where appropriate. Any program income shall be earned and applied consistent with the requirements of 2 C.F.R. § 200.307.
- b. The recipient must maintain detailed records sufficient to account for the receipt, obligation, and expenditure of grant funds including the tracking of program income. Program income must be included in the non-Federal entity’s approved budget and tracked in accordance with the requirements in 31 C.F.R. § 34.803(b).
- c. All program income must be documented in the Federal financial report submitted to the Council for the period in which the income was earned.

.06 Budget Changes and Transfer of Funds among Categories

- a. Requests for changes to the approved budget must be made in accordance with 2 C.F.R. § 200.308 “Revision of budget and program plans” and submitted in writing to the Grants Officer who will make the final determination on such requests and notify the non-Federal entity in writing thereof.
 1. Construction Awards. For construction Federal awards, the non-Federal entity must request prior written approval promptly from the Grants Officer for budget revisions whenever one or more of the following applies:
 - i. The revision results from changes in the scope or the objective of the project or program;
 - ii. The need arises for additional Federal funds to complete the project; or
 - iii. A revision is desired which involves specific costs for which prior written approval requirements may be imposed consistent with applicable OMB cost principles listed in 2 C.F.R. part 200, Subpart E—“Cost Principles.”
 2. Non-Construction Awards. For non-construction Federal awards, recipients must request prior written approval promptly from the Grants Officer for budget revisions whenever one or more of the following applies:
 - i. Change in the scope or the objective of the project or program;
 - ii. Change in a key person specified in the application or the Federal award;
 - iii. The disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator;
 - iv. The inclusion, unless waived by the Council, of costs that require prior approval in accordance with 2 C.F.R. part 200 Subpart E—“Cost Principles” or 45 C.F.R. Part 75 Appendix IX “Principles for Determining Costs Applicable to Research and Development under Awards and Contracts with Hospitals,” or 48 C.F.R. Part 31 “Contract Cost Principles and Procedures,” as applicable;
 - v. The transfer of funds budgeted for participant support costs as defined in 2 C.F.R. § 200.75 “Participant support costs to other categories of expense”;
 - vi. The subawarding, transferring or contracting out of any work under a Federal award unless (a) described in the application and funded in the approved Federal award, or (b) applicable to the acquisition of supplies, material, equipment or general support services only; or
 - vii. Changes in the amount of approved cost-sharing or matching provided by the non-Federal entity. No other prior approval requirements for specific items may be imposed unless a deviation has been approved by OMB. *See also* 2 C.F.R. §§ 200.102 “Exceptions” and 200.407 “Prior written approval.”
 3. Both Construction and Non-Construction Activities in Award. If a single award provides support for construction and non-construction work, the recipient must request prior written approval from the Grants Officer before making any fund or budget transfers between the two types of work supported.
- b. In accordance with 2 C.F.R. § 200.308(e), transfers of funds by the recipient among direct cost categories are permitted for awards in which the Federal share of the project is the Simplified Acquisition Threshold (\$150,000 as of 12/26/2013) or less. For awards in which the Federal share of the project exceeds the Simplified Acquisition Threshold, the recipient must request prior written approval from the Grants Officer for transfers of funds among direct cost categories when the

cumulative amount of such direct cost transfers exceeds ten percent of the total budget³ as last approved by the Grants Officer. The 10% threshold applies to the total Federal funds authorized by the Grants Officer at the time of the transfer request. The same requirements apply to the cumulative amount of transfer of funds among programs, functions, and activities. This transfer authority does not authorize the recipient to create new budget categories within an approved budget without the prior written approval of the Grants Officer. No transfer that enables any Federal appropriation, or part thereof, to be used for an unauthorized purpose will be permitted. The foregoing provision does not prohibit the recipient from requesting Grants Officer approval for revisions to the budget. *See* 2 C.F.R. § 200.308 (as applicable) for specific requirements concerning budget revisions and transfer of funds between budget categories.

- c. The recipient is not authorized at any time to transfer amounts budgeted for direct costs to the indirect costs line item or vice versa without the prior written approval of the Grants Officer.

.07 Indirect (Facilities and Administrative [F&A]) Costs

- a. Indirect (facilities and administrative [F&A]) costs will not be allowable charges against an award unless permitted under the award, specifically included as a line item in the award's approved budget and consistent with 2 C.F.R. §§ 200.414 "Indirect (F&A) costs" and Subpart E "Cost Principles."
- b. Indirect costs of recipients are subject to the three percent (3%) cap on administrative expenses stated in 33 U.S.C. § 1321(t)(1)(B)(iii) and 31 C.F.R. § 34.204. The three percent cap on administrative expenses applies only to recipients and does not flow down to subrecipients.
- c. Excess indirect costs may not be used to offset unallowable direct costs.
- d. Indirect costs charged must be consistent with the indirect cost rate agreement negotiated between the non-Federal entity and its cognizant agency (defined as the Federal agency that is responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, *see* 2 C.F.R. § 200.19) and must be included in the recipient's budget. The Council will accept approved indirect cost rates unless otherwise authorized by a Federal statute or regulation, or requirements at 2 C.F.R. § 200.414(c) are met.
 - 1. If indirect costs are permitted and the non-Federal entity wishes to include indirect costs in its budget, but the non-Federal entity has not previously established an indirect cost rate with a Federal agency, the requirements for determining the relevant cognizant agency and developing and submitting indirect (F&A) cost rate proposals and cost allocation plans are contained in Appendices III – VII to 2 C.F.R. Part 200 as follows:
 - o Appendix III to 2 C.F.R. Part 200 – Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs);
 - o Appendix IV to 2 C.F.R. Part 200 – Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations;
 - o Appendix V to 2 C.F.R. Part 200 – State/Local Governmentwide Central Service Cost Allocation Plans;

³ The cumulative amount of direct cost transfers is calculated by summing the negative variances between the approved and proposed budgets. Variance is calculated by subtracting the proposed budget amount for each cost category from the approved budget amount for the category. Only variances less than zero are totaled. The cumulative negative variance is then divided by the total grant award budget to determine the percentage transferred, i.e., cumulative % of transfer(s) = $\{[\Sigma (\text{negative variances})] / \text{total award budget}\} \times 100$.

- o Appendix VI to 2 C.F.R. Part 200 – Public Assistance Cost Allocation Plans; and
- o Appendix VII to 2 C.F.R. Part 200 – States and Local Government and Indian Tribe Indirect Cost Proposals.

The cognizant agency for governmental units or agencies not specifically identified by OMB will be determined based on the Federal agency providing the largest amount of Federal funds. *See* 2 C.F.R. §200.416 “Cost allocation plans and indirect cost proposals.” When the Council is not the oversight or cognizant Federal agency, the non-Federal entity shall provide the Grants Officer with a copy of a negotiated rate agreement or a copy of the transmittal letter submitted to the cognizant or oversight Federal agency requesting a negotiated rate agreement.

2. For those organizations for which the Council is cognizant or has oversight, the Council or its designee will either negotiate a fixed rate with carry-forward provisions for the non-Federal entity or, in some instances, will limit its review to evaluating the procedures described in the non-Federal entity’s cost allocation plan. Indirect cost rates and cost allocation methodology reviews are subject to future audits to determine actual indirect costs.
3. Within 90 days after the award start date, the non-Federal entity shall submit to the address listed below documentation (indirect cost proposal, cost allocation plan, etc.) necessary to perform the review. The non-Federal entity shall provide the Grants Officer with a copy of the transmittal letter.

Gulf Coast Ecosystem Restoration Council Office
Attn: Senior Grants Management Officer
500 Poydras Street, Suite 1117
New Orleans, LA 70130

If the non-Federal entity fails to submit the required documentation to the Council within 90 days of the award start date, the Grants Officer may amend the award to preclude the recovery of any indirect costs under the award. If the Council, oversight or cognizant Federal agency determines there is a finding of good and sufficient cause to excuse the non-Federal entity’s delay in submitting the documentation, an extension of the 90-day due date may be approved by the Grants Officer.

4. The non-Federal entity may use the fixed rate proposed in the indirect cost plan until such time as the Council provides a response to the submitted plan. Actual indirect costs must be calculated annually and adjustments made through the carry-forward provision used in calculating the following year’s rate. This calculation of actual indirect costs and the carry-forward provision is subject to audit. Indirect cost rate proposals must be submitted annually. Organizations that have previously established indirect cost rates must submit a new indirect cost proposal to the cognizant agency within six months after the close of each of the recipients’ fiscal years.
- e. The maximum dollar amount of allocable indirect costs for which the Council will reimburse the non-Federal entity shall be the lesser of:
1. The line item amount for the Federal share of indirect costs contained in the approved award budget, including all budget revisions approved in writing by the Grants Officer; or
 2. The Federal share of the total indirect costs allocable to the award based on the indirect cost rate approved by a cognizant or oversight Federal Agency for indirect costs and applicable to the period in which the cost was incurred, provided that the rate is approved in writing on or before

the award end date, subject to the three percent (3%) cap on administrative expenses provided in 33 U.S.C. § 1321(t)(1)(B)(iii) and 31 C.F.R. § 34.204.

- f. In addition, a non-Federal entity that is a State, local government, Indian tribe, institution of higher education, or nonprofit organization and has never received a negotiated indirect cost rate may elect to charge a *de minimis* rate of 10% of modified total direct costs. *See also* 2 C.F.R. § 200.414(f).

.08 Incurring Costs or Obligating Federal Funds Outside of the Period of Performance

- a. The non-Federal entity shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the period of performance, i.e., the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. *See* 2 C.F.R. §§ 200.77 and 200.309.
 - 1. The Council or pass-through entity must include start and end dates of the period of performance in the Federal award.
 - 2. All activities supported through an award must occur and be completed during the approved period of performance, whether funded directly or through a subaward or subcontract, and all obligated costs must be liquidated within 90 days following the end date of the period of performance.
 - 3. The only costs which may be authorized for a period of not to exceed 90 days following the end of the project period are those solely associated with close-out activities. Close-out activities are limited to the preparation of final progress, financial, and required project audit reports unless otherwise approved in writing by the Grants Officer. The Grants Officer may approve extensions of the 90-day closeout period upon a request by the non-Federal entity as provided in 2 C.F.R. § 200.343.
- b. Unless otherwise authorized in 2 C.F.R. § 200.343 or a special award condition, any extension of the project period can only be authorized by the Grants Officer in writing. Verbal or written assurances of funding from anyone other than the Grants Officer shall not constitute authority to obligate funds for programmatic activities beyond the end of the project period.
- c. Pre-Award Costs. Pre-award costs are those incurred prior to the effective date of the Federal award directly pursuant to the negotiation and in anticipation of the Federal award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award and only with the written approval of the Grants Officer. The recipient must use funds obligated and disbursed under the award only during the period of performance specified in the award document. *See* 2 C.F.R. § 200.458.
- d. The Council has no obligation to provide any additional prospective funding. Any amendment of the award to increase funding and to extend the project period is at the sole discretion of the Council.

.09 Tax Refunds

Refunds of Federal Insurance Contributions Act (FICA) (26 U.S.C. §§ 3101-3128) or Federal Unemployment Tax Act (FUTA) (26 U.S.C. §§ 3301-3311) taxes received by the non-Federal entity

during or after the period of performance must be refunded or credited to the Council whenever the benefits were financed with Federal funds under the award. The non-Federal entity shall contact the Grants Officer immediately upon receipt of these refunds. The non-Federal entity shall in addition refund portions of FICA/FUTA taxes determined to belong to the Federal Government, including refunds received after the period of performance ends.

D. INTERNAL CONTROLS

Consistent with 2 C.F.R. § 200.303, each non-Federal entity:

- a. Must establish and maintain effective internal control over the Federal award that provides reasonable assurance that the non-Federal entity is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls must be in compliance with guidance in “[Standards for Internal Control in the Federal Government](#)”⁴ issued by the Comptroller General of the United States or the “[Internal Control Integrated Framework](#),”⁵ issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- b. Must comply with Federal statutes, regulations, and the terms and conditions of the Federal award.
- c. Must evaluate and monitor the non-Federal entity’s compliance with statute, regulations and the terms and conditions of Federal award.
- d. Must take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- e. Must take reasonable measures to safeguard protected personally identifiable information and other information the Council or pass-through entity designates as sensitive or the non-Federal entity considers sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

E. PROPERTY STANDARDS

.01 Standards

The non-Federal entity must comply with the property standards as stipulated in 2 C.F.R. §§ 200.310 to 200.316.

.02 Insurance coverage

Recipients must provide insurance coverage for real property and equipment acquired or improved with Federal funds equivalent to that provided for property owned by the non-Federal entity. Federally-owned

⁴ “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States - <http://www.gao.gov/assets/80/76455.pdf>, verified on 8/18/2015.

⁵ “Internal Control Integrated Framework,” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO), Executive Summary - <http://www.coso.org/documents/Internal%20Control-Integrated%20Framework.pdf>, verified on 8/18/2015.

property need not be insured unless required by the terms and conditions of the Federal award. *See* 2 C.F.R. § 200.310.

.03 Real Property

- a. Real property or an interest in real property may not be acquired under an award without prior written approval of the Grants Officer.
- b. Title of real property. Subject to the obligations and conditions set forth in this section, title to real property acquired or improved under a Federal award will vest upon acquisition in the non-Federal entity.
- c. Use. Except as otherwise provided by Federal statutes or by the Council, real property must be used for the originally authorized purpose as long as needed for that purpose, during which time the non-Federal entity must not dispose of or encumber its title or any other interest therein.
- d. Willing Sellers. Land or interest in land may only be acquired by purchase, exchange or donation from a willing seller in accordance with the requirements in 31 C.F.R. § 34.803(f).
- e. Federal Acquisitions. Funds may not be used to acquire land in fee title by the Federal Government unless the exceptions in 31 C.F.R. § 34.803(g) are met.
- f. Disposition. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from the Council or pass-through entity. The instructions will provide that the non-Federal entity do one of the following:
 - 1. Retain title after compensating the Council. The amount paid to Council will be computed by applying the Council's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, if the non-Federal entity is disposing of real property acquired or improved with a Federal award and acquiring replacement real property under the same Federal award, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.
 - 2. Sell the property and compensate the Council. The amount due to the Council will be calculated by applying the Council's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the Federal award has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the non-Federal entity is directed to sell property, it must utilize sales procedures that provide for competition to the extent practicable and result in the highest possible return.
 - 3. Transfer title to the Council or to a third party designated or approved by the Council. The non-Federal entity is entitled to be paid an amount calculated by applying the non-Federal entity's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.
- g. The Grants Officer may require the non-Federal entity to submit the Tangible Personal Property Report (Form SF-428 or successor form), and/or Real Property Status Report (Form SF-429 or successor form), including applicable attachments to each form, in connection with the reporting of tangible personal property or of real property acquired or improved, in whole or in part, under a Council financial assistance award. The Grants Officer may also require the non-Federal entity to

submit Form SF-428 and/or Form SF-429, or successor forms, in connection with a non-Federal entity's request to acquire, encumber, dispose of, or take any other action pertaining to tangible personal property or to real property acquired or improved, in whole or in part, under a Council financial assistance award.

.04 Federally-owned and Exempt Federally-owned Property

- a. Title to Federally-owned property⁶ remains vested in the Federal government. The non-Federal entity must submit annually an inventory listing of Federally-owned property in its custody to the Grants Officer. Upon completion of the Federal award or when the property is no longer needed, the non-Federal entity must report the property to the Grants Officer for further Council utilization. If the Council has no further need for the property, it must declare the property excess and report it for disposal to the appropriate Federal disposal authority, unless the Council has statutory authority to dispose of the property by alternative methods (e.g., the authority provided by the Federal Technology Transfer Act (15 U.S.C. § 3710 (i)) to donate research equipment to educational and non-profit organizations in accordance with Executive Order 12999, "Educational Technology: Ensuring Opportunity for All Children in the Next Century."). The Council will issue appropriate instructions to the non-Federal entity. The Council may exercise this option when statutory authority exists.
- b. Absent statutory authority and specific terms and conditions of the Federal award, title to exempt Federally-owned property acquired under the Federal award remains with the Federal government.
- c. The Grants Officer may require the non-Federal entity to submit the Tangible Personal Property Report (Form SF-428 or successor form), and/or Real Property Status Report (Form SF-429 or successor form), including applicable attachments to each form, in connection with the reporting of Federally-owned property that is in the non-Federal entity's custody pursuant to a Council financial assistance award or with a non-Federal entity's request to acquire, encumber, dispose of, or take any other action pertaining to Federally-owned property.

.05 Equipment

- a. Recipients must comply with the equipment standards provided in 2 C.F.R. §§ 200.313 "Equipment" and 200.439 "Equipment and other capital expenditures."
- b. American-Made Equipment and Products. Recipients are hereby notified that they are encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this award.
- c. Use, management, and disposition of equipment acquired.
 - 1. For recipients that are States: The recipient must use, manage and dispose of equipment acquired under this award in accordance with state laws and procedures.
 - 2. For recipients that are not States: Equipment must be used by the recipient in the program or project for which it was acquired as long as needed, whether or not the project or program

⁶ Federally-owned property as defined in 2 C.F.R. § 200.312 means property acquired under a Federal award where the title vests with the Federal government. Exempt Federally-owned property means property acquired under a Federal award where the Federal awarding agency has chosen to vest title to the property to the non-Federal entity without further obligation to the Federal Government, based upon the explicit terms and conditions of the Federal award.

continues to be supported by the Federal award. Before disposing of equipment during the period of performance, the recipient must seek disposition instructions from the Grants Officer for equipment acquired under this award if the current fair market value of the equipment is greater than \$5,000 per unit. Disposition instructions must be requested by submitting a completed “Tangible Personal Property Report” (SF-428 or any successor form) and the “Disposition Request/Report” (SF-428-C or any successor form). In addition, not later than 60 days after the end of the period of performance, the recipient must submit to the Grants Officer a completed SF-428 and “Final Report Form” (SF-428-B or any successor form) if the recipient retains any equipment with a current fair market value greater than \$5,000 per unit.

.06 Supplies

- a. Title to supplies vests in the non-Federal entity upon acquisition. If residual inventory of unused supplies exceeds \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other Federal award, then the non-Federal entity may retain the supplies for use on other activities or sell them, but must, in either case, compensate the Federal government for its share. The amount of compensation must be computed in the same manner as for equipment as prescribed in 2 C.F.R. § 200.313 “Equipment”; *see* 200.313(e)(2) for the calculation methodology. *See also* 2 C.F.R. § 200.453 “Materials and supplies costs, including costs of computing devices.” The recipient must report the value and the retention or sale of such supplies by submitting to the Grants Officer a completed “Tangible Personal Property Report” (SF-428 or any successor form) and “Final Report Form” (SF-428-B or any successor form) no later than 60 days after the end of the period of performance.
- b. As long as the Federal government retains an interest in the supplies, the non-Federal entity must not use supplies acquired under a Federal award to provide services to other organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute.

.07 Intangible Property

- a. Title to intangible⁷ property acquired under a Federal award vests upon acquisition in the non-Federal entity.
- b. The non-Federal entity must use intangible property for the originally-authorized purpose, and must not encumber the property without the prior written approval of the Council. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 C.F.R. § 200.313(e).
- c. The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Council reserves a royalty-free, perpetual, nonexclusive and irrevocable license to reproduce, publish, distribute, exhibit, and/or otherwise use and exploit the work throughout the world in all media now known or hereafter devised, and to authorize others to do so for Federal purposes.

⁷ Intangible property as defined by 2 C.F.R. § 200.59 means property having no physical existence, such as trademarks, copyrights, patents and patent applications and property, such as loans, notes and other debt instruments, lease agreements, stock and other instruments of property ownership (whether the property is tangible or intangible).

- d. The non-Federal entity is subject to applicable regulations governing patents and inventions, including governmentwide regulations issued by the Department of Commerce at 37 C.F.R. part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements.”
- e. The Federal government has the right, perpetually throughout the world in all media now known or hereafter devised, to:
 - 1. Obtain, reproduce, publish, distribute, exhibit, and/or otherwise use and exploit the data produced under a Federal award; and
 - 2. Authorize others to do so for Federal purposes.
- f. Freedom of Information Act (FOIA). Pursuant to 2 C.F.R. § 200.315(e), in response to a FOIA request for research data relating to published research findings⁸ produced under a Federal award that were used by the Federal government in developing an agency action that has the force and effect of law, the Council will request, and the non-Federal entity must provide, within a reasonable time, the research data⁹ so that such data can be made available to the public through the procedures established under the FOIA. If the Council obtains the research data solely in response to a FOIA request, the Council may charge the requester a reasonable fee equal to the full incremental cost of obtaining the research data that reflects the costs incurred by the Council and the non-Federal entity. Pursuant to 5 U.S.C. § 552(a)(4)(A), this fee is in addition to any fees the Council may assess under the FOIA.

.08 Property Trust Relationship

Real property, equipment and intangible property acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. The Council may require the non-Federal entity to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with a Federal award and that use and disposition conditions apply to the property.

F. PROCUREMENT STANDARDS

Pursuant to 2 C.F.R. § 200.317, when procuring property and services under this Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The

⁸ Published research findings (as defined by 2 C.F.R. § 200.315(e)(2)) means findings are published in a peer-reviewed scientific or technical journal; or a Federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law. Used by the Federal government in developing an “agency action that has the force and effect of law” is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.

⁹ As defined by 2 C.F.R. § 200.315(e)(3), research data means the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This “recorded” material excludes physical objects (e.g., laboratory samples). Research data also do not include: trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.

State will comply with 2 C.F.R. § 200.322 “Procurement of recovered materials,” and the State must ensure that every purchase order or other contract includes any clauses required by section 2 C.F.R. § 200.326 “Contract provisions.” All other non-Federal entities, including subrecipients of a State, will follow the requirements of 2 C.F.R. §§ 200.318 “General procurement standards” through 200.326 “Contract provisions.”

- a. For recipients that are States: When executing procurement actions under the award, the recipient must follow the same policies and procedures it uses for procurements from its non-Federal funds. The recipient must ensure that every purchase order or other contract contains any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200 “Contract Provisions for Non-Federal Entity Contracts under Federal Awards,” as well as any other provisions required by law or regulations.
- b. For recipients that are not States: The recipient must follow all procurement requirements set forth in 2 C.F.R. §§ 200.318, 200.319, 200.320, 200.321, 200.323, 200.324, and 200.325. In addition, all contracts executed by the recipient to accomplish the approved scope of work must contain any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200 “Contract Provisions for Non-Federal Entity Contracts under Federal Awards.”

G. NON-DISCRIMINATION REQUIREMENTS

No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. The non-Federal entity shall comply with the non-discrimination requirements below:

.01 Statutory Provisions

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and any Council regulations and policies promulgated pursuant to its authority prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance;
- b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 *et seq.*) prohibits discrimination on the basis of sex under Federally assisted education programs or activities;
- c. The Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101 *et seq.*) prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;
- d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and any Council regulations and policies promulgated pursuant to its authority prohibit discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.
- e. Revised ADA Standards for Accessible Design for Construction Awards revised regulations implementing Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285) and Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286) which adopted new enforceable accessibility standards called the “2010 ADA

Standards for Accessible Design” (2010 Standards). All new construction and alteration projects shall comply with the 2010 Standards.

- f. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and any Council regulations and policies promulgated pursuant to its authority prohibit discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- g. Any other applicable non-discrimination law(s).

.02 Other Provisions

- a. Parts II and III of EO 11246, “Equal Employment Opportunity,” (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967) and EO 12086 (43 FR 46501, 1978), requiring Federally-assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of that EO and Department of Labor regulations implementing EO 11246 (41 C.F.R. § 60-1.4(b), 1991).
- b. EO 13166 (August 11, 2000), “Improving Access to Services for Persons With Limited English Proficiency,” requiring Federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.
- c. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712) includes a pilot program of whistleblower protection. It applies to all Council awards, subawards, or contracts under awards issued beginning July 1, 2013 through January 1, 2017. The following provision implements that law:

In accordance with 41 U.S.C. § 4712, an employee of a non-Federal entity or contractor under a Federal award or subaward may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body information that the employee reasonably believes is evidence of gross mismanagement of a Federal award, subaward, or a contract under a Federal award or subaward, a gross waste of Federal funds, an abuse of authority relating to a Federal award or subaward or contract under a Federal award or subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal award, subaward, or contract under a Federal award or subaward. These persons or bodies include:

1. A Member of Congress or a representative of a committee of Congress.
2. An Inspector General.
3. The Government Accountability Office.
4. A Federal employee responsible for contract or grant oversight or management at the relevant agency.
5. An authorized official of the Department of Justice or other law enforcement agency.
6. A court or grand jury.
7. A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Non-Federal entities shall inform their employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce.

.03 Title VII Exemption for Religious Organizations

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq.*, provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

H. RECORDS RETENTION

- a. The recipient must retain all records pertinent to this award for a period of no less than three years, beginning on a date as described in 2 C.F.R. § 200.333. While electronic storage of records (backed up as appropriate) is preferable, the recipient has the option to store records in hardcopy (paper) format. For the purposes of this section, the term "records" includes but is not limited to:
 1. Copies of all contracts and all documents related to a contract, including the Request for Proposal (RFP), all proposals/bids received, all meeting minutes or other documentation of the evaluation and selection of contractors, any disclosed conflicts of interest regarding a contract, all signed conflict of interest forms (if applicable), all conflict of interest and other procurement rules governing a particular contract, and any bid protests;
 2. Copies of all subawards, including the funding opportunity announcement or equivalent, all applications received, all meeting minutes or other documentation of the evaluation and selection of subrecipients, any disclosed conflicts of interest regarding a subaward, and all signed conflict of interest forms (if applicable);
 3. All documentation of site visits, reports, audits, and other monitoring of contractors (vendors) and subrecipients (if applicable);
 4. All financial and accounting records, including records of disbursements to contractors (vendors) and subrecipients, and documentation of the allowability of Administrative Costs charged to this award;
 5. All supporting documentation for the performance outcome and other information reported on the recipient's Financial Reports and Performance (Technical) Reports; and
 6. Any reports, publications, and data sets from any research conducted under this award.
- b. If any litigation, claim, investigation, or audit relating to this award or an activity funded with award funds is started before the expiration of the three year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

I. AUDITS

- a. Under the Government Accounting Office's authorities (5 U.S.C. § 701 et seq.) and the Inspector General Act of 1978, as amended, 5 U.S.C. App. 3, § 1 *et seq.*, an audit of the award may be conducted at any time. The Treasury Office of Inspector General (OIG), Government Accounting Office (GAO) and the Council are authorized to audit Council awards. See Section 1608 of the RESTORE Act; and see 31 C.F.R. §§ 34.205, 34.406, 34.508 and 34.805.
- b. The Treasury OIG (as specified in the RESTORE Act), or any of his or her duly authorized representatives, the GAO and the Council shall have timely and unrestricted access to any pertinent books, documents, papers, and records of the non-Federal entity, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic, or other process or medium, in order to make audits, inspections, excerpts, transcripts, or other examinations as authorized by law.
- c. If the Treasury OIG requires a program audit on a Council award, the OIG will usually make the arrangements to audit the award, whether the audit is performed by OIG personnel, an independent accountant under contract with the Council, or any other Federal, state, or local audit entity.
- d. The Treasury OIG, the GAO, and the Council shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of recipients and their subrecipients and contractors corresponding to the duration of their records retention obligation for this award.

.01 Organization-Wide, Program-Specific, and Project Audits

- a. Organization-wide or program-specific audits must be performed in accordance with the Single Audit Act Amendments of 1996, as implemented by 2 C.F.R. part 200, Subpart F, "Audit Requirements." Recipients that are subject to the provisions of 2 C.F.R. part 200, Subpart F and that expend \$750,000 or more in a year in Federal awards must have an audit conducted for that year in accordance with the requirements contained in 2 C.F.R. part 200, Subpart F. A copy of the audit shall be submitted to the Bureau of the Census, which has been designated by OMB as a central clearinghouse, by electronic submission to the Federal Audit Clearinghouse [website](http://harvester.census.gov/sac/).¹⁰ If it is necessary to submit by paper, the address for submission is:

Federal Audit Clearinghouse
Bureau of the Census
1201 E. 10th Street
Jeffersonville, IN 47132

- b. Except for the provisions for biennial audits provided in paragraphs (1) and (2) of this section, audits required must be performed annually. Any biennial audit must cover both years within the biennial period.
 1. A State, local government, or Indian tribe that is required by constitution or statute, in effect on January 1, 1987, to undergo its audits less frequently than annually, is permitted to undergo its audits pursuant to this part biennially. This requirement must still be in effect for the biennial period.

¹⁰ Federal Audit Clearinghouse website - <http://harvester.census.gov/sac/>, verified on 6/5/2015.

2. Any nonprofit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its audits pursuant to this part biennially.
- c. Council programs may have specific audit guidelines that will be incorporated into the award. When the Council does not have a program-specific audit guide available for the program, the auditor will follow the requirements for a program-specific audit as described in 2 C.F.R. § 200.507. The non-Federal entity may include a line item in the budget for the cost of the audit for approval. A copy of the program-specific audit shall be submitted to the Grants Officer and to the OIG at OIGCounsel@oig.treas.gov or if e-mail is unavailable, submission to the OIG can be made at the following address:

Treasury Office of Inspector General
1500 Pennsylvania Ave. NW
Washington, DC 20220

.02 Audit Resolution Process

- a. An audit of the award may result in the disallowance of costs incurred by the non-Federal entity and the establishment of a debt (account receivable) due the Council. For this reason, the non-Federal entity should take seriously its responsibility to respond to all audit findings and recommendations with adequate explanations and supporting evidence whenever audit results are disputed.
- b. A non-Federal entity whose award is audited has the following opportunities to dispute the proposed disallowance of costs and the establishment of a debt:
 1. Unless the Inspector General determines otherwise, the non-Federal entity has 30 days after the date of the transmittal of the draft audit report to submit written comments and documentary evidence.
 2. The non-Federal entity has 30 days after the date of the transmittal of the final audit report to submit written comments and documentary evidence. There will be no extension of this deadline.
 3. The Council will review the documentary evidence submitted by the non-Federal entity and notify the non-Federal entity of the results in an *Audit Resolution Determination Letter*. The non-Federal entity has 30 days after the date of receipt of the *Audit Resolution Determination Letter* to submit a written appeal. There will be no extension of this deadline. The appeal is the last opportunity for the non-Federal entity to submit written comments and documentary evidence that dispute the validity of the audit resolution determination.
 4. An appeal of the Audit Resolution Determination does not prevent the establishment of the audit-related debt nor does it prevent the accrual of interest on the debt. If the Audit Resolution Determination is overruled or modified on appeal, appropriate corrective action will be taken retroactively. An appeal will stay the offset of funds owed by the auditee against funds due to the auditee.
 5. The Council will review the non-Federal entity's appeal and notify the non-Federal entity of the results in an *Appeal Determination Letter*. After the opportunity to appeal has expired or after the appeal determination has been rendered, the Council will not accept any further documentary evidence from the non-Federal entity. No other administrative appeals to the Council are available.

J. DEBTS

.01 Payment of Debts Owed the Federal Government

- a. The non-Federal entity must promptly pay any debts determined to be owed the Federal Government. Council debt collection procedures are set out in 2 C.F.R. part 200, Subpart D. In accordance with 2 C.F.R. § 200.345, delinquent debt includes any funds paid to the non-Federal entity in excess of the amount to which the non-Federal entity is finally determined to be entitled under the terms of the Federal award, constituting a debt to the Federal government (this includes a post-delinquency payment agreement) unless other satisfactory payment arrangements have been made. In accordance with 2 C.F.R. § 200.345, failure to pay a debt by the due date, or if there is no due date, within 90 calendar days after demand, shall result in the assessment of interest, penalties and administrative costs in accordance with the provisions of 31 U.S.C. § 3717 and 31 C.F.R. parts 900 through 999. The Council will transfer any debt that is more than 180 days delinquent to the Bureau of the Fiscal Service for debt collection services, a process known as “cross-servicing,” pursuant to 31 U.S.C. § 3711(g), 31 C.F.R. § 285.12 and any Council regulations and policies promulgated pursuant to its authority, and may result in the Council taking further action as specified in Section B.06 “Non-Compliance With Award Provisions” Above. Funds for payment of a debt shall not come from other Federally-sponsored programs. Verification that other Federal funds have not been used will be made (e.g., during on-site visits and audits).
- b. If a non-Federal entity fails to repay a debt within 90 calendar days after the demand, the Council may reduce the debt by: (1) Making an administrative offset against other requests for reimbursements; (2) Withholding advance payments otherwise due to the non-Federal entity; or (3) Other action permitted by Federal statute. *See* 2 C.F.R. § 200.345(a).

.02 Late Payment Charges

- a. Interest shall be assessed on the delinquent debt in accordance with section 3717(a) of the Debt Collection Act of 1982, as amended (31 U.S.C. § 3701 *et seq.*). The minimum annual interest rate to be assessed is the [Department of the Treasury’s Current Value of Funds Rate \(CVFR\)](#).¹¹ The CVFR is published by the Department of the Treasury in the [Federal Register](#)¹² and in the [Treasury Financial Manual Bulletin](#).¹³ The assessed rate shall remain fixed for the duration of the indebtedness.
- b. Penalties shall accrue at a rate of not more than six percent (6%) per year or such higher rate as authorized by law.
- c. Administrative charges, that is, the costs of processing and handling a delinquent debt, are determined by the Council.

¹¹ Department of the Treasury’s Current Value of Funds Rate (CVFR) webpage - https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm, verified 8/18/2015.

¹² Federal Register website - <http://www.gpo.gov/fdsys/browse/collection.action?collectionCode=FR> and <http://www.federalregister.gov/>, verified 8/18/2015.

¹³ Treasury Financial Manual Bulletin website - <http://tfm.fiscal.treasury.gov/v1/bull.html>, verified 8/18/2015.

.03 Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs

Pursuant to 28 U.S.C. § 3201(e), unless waived by the Council a debtor who has a judgment lien against the debtor's property for a debt to the United States shall not be eligible to receive any grant or loan that is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the Federal Government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.

K. GOVERNMENTWIDE DEBARMENT AND SUSPENSION

The non-Federal entity shall comply with the provisions of 2 C.F.R. Part 180, "OMB Guidelines To Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," which generally prohibit entities, and their principals, that have been debarred, suspended, or voluntarily excluded from participating in Federal nonprocurement transactions either through primary or lower tier covered transactions, and which sets forth the responsibilities of recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors.

L. LOBBYING RESTRICTIONS

.01 Statutory Provisions

The non-Federal entity shall comply with 2 C.F.R. § 200.450 ("Lobbying"), which incorporates the provisions of 31 U.S.C. § 1352, the "New Restrictions on Lobbying" published at 55 FR 6736 (February 26, 1990), and OMB guidance and notices on lobbying restrictions. In addition, non-Federal entities must comply with any Council regulations and policies promulgated pursuant to its authority. These provisions prohibit the use of Federal funds for lobbying the executive or legislative branches of the Federal Government in connection with the award, and require the disclosure of the use of non-Federal funds for lobbying. Executive lobbying costs, i.e., costs incurred in attempting to improperly influence¹⁴ either directly or indirectly an employee or officer of the executive branch of the Federal government to give consideration or to act regarding a Federal award or a regulatory matter, are unallowable costs. See 2 C.F.R. § 200.450(b) and (c).

.02 Disclosure of Lobbying Activities

The non-Federal entity receiving in excess of \$100,000 in Federal funding shall submit a completed Form SF-LLL or any successor form, "Disclosure of Lobbying Activities," regarding the use of non-Federal funds for lobbying. The Form SF-LLL shall be submitted within 30 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. The non-Federal entity must submit any required Forms SF-LLL, including those received from subrecipients, contractors, and subcontractors, to the Grants Officer. See 31 U.S.C. § 1352.

¹⁴ To improperly influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a Federal award or regulatory matter on any basis other than the merits of the matter.

M. REMEDIES FOR NONCOMPLIANCE

- a. If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Council or pass-through entity may impose additional conditions, as described in 2 C.F.R. § 200.207 “Specific conditions” (e.g., requiring additional reporting or more frequent submission of the Financial or Performance (Technical) Reports; requiring additional activity, project, or program monitoring; requiring the recipient or one or more of its subrecipients to obtain technical or management assistance; or establishing additional actions that require prior approval). If the Council or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, pursuant to 2 C.F.R. § 200.338, the Council or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:
 1. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Council or pass-through entity.
 2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
 3. Wholly or partly suspend or terminate the Federal award.
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. part 180 and Council regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by the Council).
 5. Withhold further Federal awards for the project or program.
 6. Take other remedies that may be legally available.

The Council will notify the recipient in writing of the Council’s proposed determination that an instance of non-compliance has occurred, provide details regarding the instance of noncompliance, and indicate the remedy that the Council proposes to pursue. The recipient will then have 30 calendar days to respond and provide information and documentation contesting the Council’s proposed determination or suggesting an alternative remedy. The Council will consider information provided by the recipient and issue a final determination in writing, which will state the Council’s final findings regarding noncompliance and the remedy to be imposed.

- b. RESTORE Act-Specific Remedy for Non-compliance
 1. If the Council determines that the recipient has expended funds to cover the cost of any ineligible activities, in addition to the remedies available in this section, the Council, in coordination with the U.S. Department of Treasury (“Treasury”), will make no additional payments to the recipient from the RESTORE Trust Fund, including no payments from the RESTORE Trust Fund for activities, projects, or programs under any other RESTORE Act Component until the recipient has either (a) deposited an amount equal to the amount expended for the ineligible activities in the RESTORE Trust Fund, or (b) the Council, in coordination with Treasury, has authorized the recipient to expend an equal amount from the recipient’s own funds for an activity that meets the requirements of the RESTORE Act. *See* 33 U.S.C. § 1321(t)(1)(G) and (H), and *see* 31 C.F.R. § 34.804 “Noncompliance.”

2. If the Council determines that the recipient has materially violated the terms of the award, the Council, in coordination with Treasury, will make no additional funds available to the recipient from any part of the RESTORE Trust Fund until the recipient corrects the violation.
 - c. In extraordinary circumstances, the Council may require that any of the remedies above take effect immediately upon notice in writing to the recipient. In such cases, the recipient may contest the Council's determination or suggest an alternative remedy in writing to the Council, and the Council will issue a final determination.
 - d. Instead of, or in addition to, the remedies listed above, the Council may refer the noncompliance to the Treasury OIG for investigation or audit, pursuant to 31 C.F.R. § 34.805 "Treasury Inspector General." The Council will refer all allegations of fraud, waste, or abuse to the Treasury OIG.
 - e. Termination. In accordance with 2 C.F.R. § 200.339, when a Federal award is terminated or partially terminated, both the Council or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in 2 C.F.R. §§ 200.343 "Closeout" and 200.344 "Post-closeout adjustments and continuing responsibilities."
1. The Federal award may be terminated in whole or in part as follows:
 - i. By the Council or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
 - ii. By the Council or pass-through entity for cause;
 - iii. By the Council or pass-through entity with the consent of the non-Federal entity, in which case the two parties will agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
 - iv. By the non-Federal entity upon sending to the Council or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Council or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Council or pass-through entity may terminate the Federal award in its entirety.
 2. The Council or pass-through entity is required to provide a notice of termination to the non-federal entity, pursuant to 2 C.F.R. § 200.340:
 - i. If the Federal award is terminated for the non-Federal entity's failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award, the notification must state that the termination decision may be considered in evaluating future applications received from the non-Federal entity.
 - ii. Upon termination of a Federal award, the Council will provide the information required under FFATA to the Federal Web site established to fulfill the requirements of FFATA, and update or notify any other relevant governmentwide systems or entities of any indications of poor performance as required by 41 U.S.C. § 417b and 31 U.S.C. § 3321 and implementing guidance at 2 C.F.R. part 77. See also 2 C.F.R. part 180 for the requirements for Suspension and Debarment.

N. CODES OF CONDUCT AND SUBAWARD, CONTRACT, AND SUBCONTRACT PROVISIONS

.01 Code of Conduct for Recipients

- a. The non-Federal entity must immediately report any indication of fraud, waste, abuse or potential criminal activity pertaining to grant funds to the Council, Treasury and the Treasury Inspector General in accordance with the requirements in 31 C.F.R. § 34.803(a).
- b. Pursuant to the certification in Form SF-424B, paragraph 3, or equivalent, the non-Federal entity must maintain written standards of conduct to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain in the administration of this award.
- c. Non-Federal entities must comply with the requirements of 2 C.F.R. § 200.318 “General procurement standards,” including maintaining written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to or planning to employ any of the foregoing parties, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of the non-Federal entity must neither solicit nor accept any gratuities, favors or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set written standards of conduct for circumstances in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. Such standards must provide for disciplinary actions to be taken for violations of the standards of conduct by officers, employees or agents of the non-Federal entity.

.02 Applicability of Award Provisions to Subrecipients

- a. The non-Federal entity shall require all subrecipients, including lower tier subrecipients, under the award to comply with the provisions of the award, including applicable cost principles, administrative provisions, audit requirements, and all associated terms and conditions. *See* 2 C.F.R. part 200, Subpart D, “Subrecipient Monitoring and Management” *and see* 2 C.F.R. § 200.101(b)(1). Additionally, the non-Federal entity must perform all responsibilities required of a pass-through entity, as specified in 2 C.F.R. Part 200, including evaluating and documenting a subrecipient’s risk of noncompliance; providing training and technical assistance necessary to complete the subaward activities; monitoring the performance of the subrecipient; and taking any necessary enforcement actions against a noncompliant subrecipient. *See* 2 C.F.R. § 200.331 “Requirements for pass through entities.”
- b. Prior to dispersing funds to a subrecipient, the recipient must execute a legally-binding written agreement with the entity receiving the subaward in accordance with the requirements in 31 C.F.R. § 34.803(c). The written agreement shall extend all applicable program requirements to the subrecipient. The written agreement must include a requirement that the contractor or subrecipient retain all records in compliance with 2 C.F.R. § 200.333.
- c. A non-Federal entity is responsible for subrecipient monitoring, including the following:

1. Federal Award Identification. The non-Federal entity must ensure that each subaward includes the following information and applicable compliance requirements at the time of the subaward. If any of these data elements change, the pass through entity must include the changes in a subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.
 - i. Subrecipient name (which must match the registered name in DUNS);
 - ii. Subrecipient's DUNS number (*see* 2 C.F.R. § 200.32 "Data Universal Numbering System (DUNS) number");
 - iii. Federal Award Identification Number (FAIN);
 - iv. Federal Award Date (*see* 2 C.F.R. § 200.39 "Federal award date");
 - v. Subaward Period of Performance Start and End Date;
 - vi. Amount of Federal Funds Obligated by this action;
 - vii. Total Amount of Federal Funds Obligated to the subrecipient;
 - viii. Total Amount of the Federal Award;
 - ix. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
 - x. Name of Federal awarding agency, pass-through entity and contact information for awarding official;
 - xi. CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
 - xii. Identification of whether the award is for research and development (R&D); and
 - xiii. Indirect cost rate for the Federal award (including whether the *de minimis* rate is charged per 2 C.F.R. § 200.414 "Indirect (F&A) costs").
2. Award Monitoring. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure that compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. *See* 2 C.F.R. §§ 200.328 "Monitoring and reporting program performance," and 200.331 "Requirements for pass-through entities." The non-Federal entity shall monitor activities of the subrecipient through reporting, site visits, regular contact, or other means, as necessary to ensure that the subaward is used solely for authorized purposes, in compliance with Federal statutes, regulations and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
 - i. Reviewing financial and programmatic reports required by the pass-through entity.
 - ii. Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
 - iii. Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by 2 C.F.R. § 200.521 "Management decision."
3. Subrecipient Audits. The non-Federal entity is responsible for ensuring that subrecipients expending \$750,000 or more in Federal awards during the subrecipient's fiscal year have met the audit requirements of 2 C.F.R. part 200, Subpart F, "Audit Requirements," and that the required audits are completed within nine (9) months after the end of the subrecipient's audit period. In addition, the non-Federal entity is required to issue a management decision on audit findings within six (6) months after receipt of the subrecipient's audit report, and to ensure that the

subrecipient takes timely and appropriate corrective action on all audit findings. Pursuant to 2 C.F.R. § 200.505, in cases of continued inability or unwillingness to have an audit conducted in accordance with this part, Federal agencies and pass-through entities must take appropriate action as provided in 2 C.F.R. § 200.338 “Remedies for noncompliance.”

.03 Competition and Codes of Conduct for Subawards

- a. Unless otherwise approved in writing in advance by the Grants Officer, all subawards will be made in a manner to provide, to the maximum extent practicable, open and free competition in accordance with the requirements of 2 C.F.R. §§ 200.317 through 200.326 “Procurement Standards.” The non-Federal entity must be alert to organizational conflicts of interest as well as other practices among subrecipients that may restrict or eliminate competition. In order to ensure objective subrecipient performance and eliminate unfair competitive advantage, subrecipients that develop or draft work requirements, statements of work, or requests for proposals shall be excluded from competing for such subawards.
- b. The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent must participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to or planning to employ any of the foregoing parties, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards of conduct for circumstances in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. Such standards must provide for disciplinary actions to be taken for violations of the standards of conduct by officers, employees or agents of the non-Federal entity.
- c. If the non-Federal entity has a parent, affiliate or subsidiary organization that is not a State, local government or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest, wherein relationships with a parent company, affiliate or subsidiary organization cause the non-Federal entity to be or appear to be unable to be impartial in conducting a procurement action involving such related organization.
- d. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a subaward. An appearance of impairment of objectivity may result from an organizational conflict where, because of other activities or relationships with other persons or entities, a person is unable or potentially unable to render impartial assistance or advice. It may also result from non-financial gain to the individual, such as benefit to reputation or prestige in a professional field.

.04 Applicability of Provisions to Subawards, Contracts, and Subcontracts

- a. The non-Federal entity shall include the following notice in each request for applications or bids for a subaward, contract, or subcontract, as applicable:

Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a Council official) are subject to 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).” In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, “New Restrictions on Lobbying,” published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget “Governmentwide Guidance for New Restrictions on Lobbying,” and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996).

When the recipient makes a subaward to a subrecipient that is authorized to enter into contracts for the purpose of completing the subaward scope of work, the recipient must require the subrecipient to comply with the requirements contained in this section.

- b. Pursuant to 2 C.F.R. Appendix II to part 200, “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards,” and in addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable:
 1. Contracts for more than the Simplified Acquisition Threshold (\$150,000 as of 12-26-2013), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, must address administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
 3. Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. part 60, all contracts that meet the definition of “Federally assisted construction contract” in 41 C.F.R. part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with EO 11246, “Equal Employment Opportunity” (30 F.R. 12319, 12935, 3 C.F.R. part, 1964-1965 Comp., p. 339), as amended by EO 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
 4. Davis-Bacon Act. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Council. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of

Labor regulations (29 C.F.R. part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Council.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. part 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity or subrecipient must comply with the requirements of 37 C.F.R. part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
7. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).
8. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (*see* 2 C.F.R. § 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in [SAM](#)¹⁵ contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
9. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Contractors that apply or bid for an award of \$100,000 or more must file the required certification, a “Disclosure of Lobbying Activities” (Form SF-LLL or successor form). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal

¹⁵ System for Award Management (SAM) website - <https://www.sam.gov>, verified 8/18/2015.

contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the Federal award recipient. The Form SF-LLL must be submitted within 15 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. The non-Federal entity must submit all disclosure forms received, including those that report lobbying activity on its own behalf, to the Grants Officer within 30 days following the end of the calendar quarter.

10. Procurement of recovered materials (section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act). A state agency or agency of a political subdivision of a State and its contractors must comply with requirements of Section 6002 including procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
 11. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712) includes a pilot program of whistleblower protection. It applies to all Council awards, subawards, or contracts under awards issued beginning July 1, 2013 through January 1, 2017. Non-Federal entities and contractors under Federal awards and subawards shall inform their employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce. See section G.02 (c) of this document.
- c. The recipient must include in its legal agreement or contract with the subrecipient a requirement that the subrecipient make available to the Council, the Treasury OIG, and the GAO any documents, papers or other records, including electronic records, of the subrecipient, that are pertinent to this award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the subrecipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.
 - d. The recipient and any subrecipients, contractors, or subcontractors must comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), as applicable, which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
 - e. When contracting, the non-Federal entity must take all necessary affirmative steps, as prescribed in 2 C.F.R. § 200.321(b), to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

.05 Subaward and/or Contract to a Federal Agency

- a. The non-Federal entity, subrecipient, contractor, and/or subcontractor shall not sub-grant or sub-contract any part of the approved project to any agency or employee of the Council and/or other

Federal department, agency, or instrumentality without the prior written approval of the Grants Officer.

- b. Requests for approval of such action must be submitted in writing to the Grants Officer. The Grants Officer will notify the non-Federal entity in writing of the final determination.

O. AMENDMENTS AND CLOSEOUT

- a. Amendments to an award must be requested in writing and require the written approval of the Grants Officer. The recipient must provide an explanation for the reason an amendment is requested. The Council reserves the right to amend the terms of the award when required by law or regulation.
- b. The non-Federal entity must comply with the closeout requirements as stipulated in 2 C.F.R. § 200.343. Closeout of the award does not affect any of the post-closeout adjustments and continuing responsibilities under 2 C.F.R. § 200.344.

P. ENVIRONMENTAL COMPLIANCE

Environmental impacts must be considered by Federal decision-makers in deciding whether or not to approve: (1) a proposal for Federal assistance; (2) such proposal with mitigation; or (3) a different proposal having less adverse environmental impacts. Federal environmental laws require that the funding agency initiate an early planning process that considers potential impacts that projects funded with Federal assistance may have on the environment. Non-Federal entities must comply with all applicable environmental laws, regulations and policies. Additionally, recipients may be required to assist the Council in complying with laws, regulations and policies applicable to Council actions. Laws, regulations, and policies potentially applicable to Council actions and/or recipients may include but are not limited to the statutes and EOs listed below. The Council does not make independent determinations of compliance with laws such as the Clean Water Act. Rather, the Council may require a recipient to provide information to the Council to demonstrate that the recipient has complied with or will comply with all such requirements. In some cases, if additional information is required after an application is selected, funds may be withheld by the Grants Officer under a special award condition requiring the recipient to submit additional information sufficient to enable the Council to make an assessment regarding compliance with applicable environmental laws, regulations and policies.

If a recipient is permitted to make any subawards, the recipient must include all of the environmental statutes, regulations and EOs listed below in any agreement or contract with a subrecipient, and require the subrecipient to comply with all of these and to notify the recipient if the subrecipient becomes aware of any impact on the environment that was not noted in the recipient's approved application package.

.01 The National Environmental Policy Act (42 U.S.C. § 4321 *et seq.*)

Council approval of financial assistance awards may be subject to the environmental review requirements of the National Environmental Policy Act (NEPA). In such cases, recipients of financial assistance awards may be required to assist the Council in complying with NEPA. For example, applicants may be required to assist the Council by providing information on a proposal's potential environmental impacts, or drafting or supplementing an environmental assessment or environmental impact statement if the Council determines such documentation is required. Independent of the Council's responsibility to comply with

NEPA, where appropriate, projects or programs funded by the Council may trigger Federal agency NEPA compliance duties involving a separate Federal action, such as the issuance of a Federal permit.

.02 The Endangered Species Act (16 U.S.C. § 1531 *et seq.*)

Council approval of financial assistance for project implementation is subject to compliance with section 7 of the Endangered Species Act (ESA). Recipients must identify any impact or activities that may involve a Federally-listed threatened or endangered species, or their designated critical habitat. Section 7 of the ESA requires every Federal agency to ensure that any action it authorizes, funds or carries out, in the United States or upon the high seas, is not likely to jeopardize the continued existence of any listed species or result in the destruction or adverse modification of designated critical habitat. Federal agencies have the responsibility for ensuring that a protected species or habitat does not incur adverse effects from actions taken under Federal assistance awards, and for conducting the required consultations with the National Marine Fisheries Service (NMFS) and the U.S. Fish and Wildlife Service under the Endangered Species Act, as applicable.

.03 Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 *et seq.*)

Recipients of financial assistance awards must identify to the Council any effects the award may have on essential fish habitat (EFH). Federal agencies which fund, permit, or carry out activities that may adversely impact EFH are required to consult with NMFS regarding the potential effects of their actions, and respond in writing to NMFS recommendations. These recommendations may include measures to avoid, minimize, mitigate, or otherwise offset adverse effects on EFH. In addition, NMFS is required to comment on any state agency activities that would impact EFH. Provided the specifications outlined in the regulations are met, EFH consultations will be incorporated into interagency procedures previously established under NEPA, the Endangered Species Act, Clean Water Act, Fish and Wildlife Coordination Act, or other applicable statutes.

.04 Clean Water Act Section 404 (33 U.S.C. § 1344 *et seq.*)

Clean Water Act (CWA) Section 404 regulates the discharge of dredged or fill material into waters of the United States, including wetlands. Activities in waters of the United States regulated under this program include fill for development, water resource projects (such as levees and some coastal restoration activities), and infrastructure development (such as highways and airports). CWA Section 404 requires a permit from the U.S. Army Corps of Engineers before dredged or fill material may be discharged into waters of the United States, unless the activity is exempt from Section 404 regulation (e.g., certain farming and forestry activities).

.05 The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712), Bald and Golden Eagle Protection Act (16 U.S.C. § 668 *et seq.*), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds

A number of prohibitions and limitations apply to projects that adversely impact migratory birds and bald and golden eagles. Executive Order 13186 directs Federal agencies to enter a Memorandum of Understanding with the U.S. Fish and Wildlife Service to promote conservation of migratory bird populations when a Federal action will have a measurable negative impact on migratory birds.

.06 National Historic Preservation Act (16 U.S.C. § 470 *et seq.*)

Council approval of financial assistance awards may be subject to Section 106 of the National Historic Preservation Act (NHPA). In such cases, recipients of financial assistance awards may be requested to assist the Council in identifying any adverse effects the award may have on properties included on or eligible for inclusion on the National Register of Historic Places. Pursuant to 36 C.F.R. § 800.2(c)(4), applicants and recipients may also be requested to assist the Council in initiating consultation with State or Tribal Historic Preservation Officers, Indian tribes, Native Hawaiian Organizations or other applicable interested parties as necessary to the Council's responsibilities to identify historic properties, assess adverse effects to them, and determine ways to avoid, minimize or mitigate adverse effects on historic properties.

Pursuant to guidelines issued by the National Park Service under the Abandoned Shipwreck Act (43 U.S.C. §§ 2101-2106), state and Federal agencies whose activities may disturb, alter, damage, or destroy State-owned shipwrecks must take into account the effect of the proposed activity on any state-owned shipwreck and afford the state agencies assigned management responsibility for state-owned shipwrecks a reasonable opportunity to comment on the proposed activity.

.07 Clean Air Act (42 U.S.C. § 7401 *et seq.*), Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*) (Clean Water Act), and Executive Order 11738 ("Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans")

Recipients must comply with the provisions of the Clean Air Act (42 U.S.C. §§ 7401 *et seq.*), Clean Water Act (33 U.S.C. §§ 1251 *et seq.*), and Executive Order 11738. Recipients shall not use a facility that the Environmental Protection Agency (EPA) has placed on EPA's List of Violating Facilities (this list is incorporated into the Excluded Parties List System which is part of SAM) in performing any award that is nonexempt under subpart J of 2 C.F.R. part 1532.

.08 The Flood Disaster Protection Act (42 U.S.C. § 4002 *et seq.*)

Flood insurance, when available, is required for Federally-assisted construction or acquisition in areas having special flood hazards and flood-prone areas. When required, recipients will ensure that flood insurance is secured for their project(s).

.09 Executive Order 11988 ("Floodplain Management"), Executive Order 13690 ("Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input"), and Executive Order 11990 ("Protection of Wetlands")

Recipients must identify proposed actions located in a floodplain and/or wetlands to enable the Council to determine whether there is an alternative to minimize any potential harm. Floodplains are identified through a climate-informed science approach, adding 2-3 feet of elevation to the 100-year floodplain, or using the 500-year floodplain.

.10 Executive Order 13112 (“Invasive Species”)

Federal agencies must identify actions that may affect the status of invasive species and use relevant programs and authorities to: (i) prevent the introduction of invasive species; (ii) detect and respond rapidly to and control populations of such species in a cost-effective and environmentally sound manner; (iii) monitor invasive species populations accurately and reliably; (iv) provide for restoration of native species and habitat conditions in ecosystems that have been invaded; (v) conduct research on invasive species and develop technologies to prevent introduction and provide for environmentally sound control of invasive species; and (vi) promote public education on invasive species and the means to address them. In addition, an agency may not authorize, fund, or carry out actions that it believes are likely to cause or promote the introduction or spread of invasive species in the United States or elsewhere.

.11 The Coastal Zone Management Act (16 U.S.C. § 1451 *et seq.*)

Federally funded projects must be consistent with a coastal state’s approved management program for the coastal zone.

.12 The Coastal Barriers Resources Act (16 U.S.C. § 3501 *et seq.*)

Only in certain circumstances may Federal funding be provided for actions within a Coastal Barrier System. The Coastal Barriers Resources Act generally prohibits new Federal expenditures, including Federal grants, within specific units of the Coastal Barrier Resources System (CBRS). Although the Act restricts Federal expenditures for coastal barrier development, Section 6(a)(6)(A) contains an exemption for projects relating to the study, management, protection, or enhancement of fish and wildlife resources and habitats, including recreational projects. Section 6(a)(6)(G) also exempts nonstructural projects for shoreline stabilization that are designed to mimic, enhance or restore natural stabilization systems. However, care must be taken when interpreting any exemptions described, as they are limited to projects that are consistent with the purpose of this Act as interpreted by the lead agency, Department of Interior. Applicants should work with the U.S. Fish and Wildlife Service, which reviews proposals to determine whether a project falls within a protected unit and if so, whether an exception applies. Maps of the CBRS are available through the interactive U.S. Fish and Wildlife Service [Coastal Barrier Resources System Mapper](http://www.fws.gov/cbra/Maps/Mapper.html).¹⁶

.13 The Wild and Scenic Rivers Act (16 U.S.C. § 1271 *et seq.*)

This Act applies to awards that may affect existing or proposed components of the National Wild and Scenic Rivers system. Funded projects in the National Wild and Scenic Rivers system must be consistent with Wild and Scenic Rivers Act requirements.

.14 The Safe Drinking Water Act (42 U.S.C. § 300 *et seq.*)

The Sole Source Aquifer program under this statute precludes Federal financial assistance for any project that the EPA determines may contaminate a designated sole source aquifer through a recharge zone so as to create a significant hazard to public health.

¹⁶ U.S. Fish and Wildlife Service Interactive Coastal Barrier Resources System Mapper - <http://www.fws.gov/cbra/Maps/Mapper.html>, verified 8/18/2015.

.15 The Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.)

This act regulates the generation, transportation, treatment, and disposal of hazardous wastes, and also provides that recipients of Federal funds that are state agencies or political subdivisions of states give preference in their procurement programs to the purchase of recycled products pursuant to EPA guidelines.

.16 The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.)

The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.), as amended by the Community Environmental Response Facilitation Act, provides the President with broad, discretionary response authorities to address actual and threatened releases of hazardous substances, as well as pollutants and contaminants where there is an imminent and substantial danger to public health and the environment. Section 103 of this Act contains specific reporting requirements and responsibilities and section 117 of the Act contains specific provisions designed to ensure meaningful public participation in the response process.

.17 Executive Order 12898 (“Environmental Justice in Minority Populations and Low Income Populations”)

This Order identifies and addresses adverse human health or environmental effects of programs, policies and activities on low income and minority populations. Consistent with EO 12898, recipients may be requested to help identify and address, as appropriate, disproportionate impacts to low income and minority populations which could result from their project.

.18 Rivers and Harbors Act (33 U.S.C. 407)

A permit may be required from the U.S. Army Corps of Engineers if the proposed activity involves any work in, over or under navigable waters of the United States. Recipients must identify any work (including structures) that will occur in, over or under navigable waters of the United States and obtain the appropriate permit, if applicable.

.19 Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. 1431 et seq.), and Executive Order 13089 (“Coral Reef Protection”)

The Marine Protection, Research and Sanctuaries Act prohibits dumping of material into ocean waters beyond the territorial limit without a permit. Recipients must identify any potential ocean dumping of materials, obtain the appropriate permit, if applicable, and notify the Council. Under the National Marine Sanctuaries Act, Federal agencies are required to protect National Marine Sanctuary resources. Recipients must identify actions that are in or may affect a National Marine Sanctuary and notify the Council. EO 13089 requires that any actions authorized or funded by Federal agencies not degrade the condition of coral reef ecosystems. Recipients must identify any action that might affect a coral reef ecosystem and notify the Council.

.20 Executive Order 13653 (“Preparing the United States for the Impacts of Climate Change”)

This EO requires Federal agencies to identify and support smarter, more climate-resilient investments by States, local communities and tribes, including by providing incentives through agency guidance and grants. Recipients must identify and describe any project elements that promote climate resilience.

.21 Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)

This act requires agency programs, to the extent possible, be compatible with state, local and private programs and policies to protect farmland from irreversible conversion to nonagricultural uses. Recipients must identify any irreversible conversion of farmland to nonagricultural uses as a result of their project.

.22 Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)

During the planning of water resource development projects, agencies are required to give fish and wildlife resources equal consideration with other values. Additionally, the Fish and Wildlife Service and fish and wildlife agencies of States must be consulted whenever waters of any stream or other body of water are “proposed or authorized, permitted or licensed to be impounded, diverted... or otherwise controlled or modified” by any agency under a Federal permit or license.

Q. MISCELLANEOUS REQUIREMENTS

.01 Criminal and Prohibited Activities

- a. The Program Fraud Civil Remedies Act (31 U.S.C. § 3801 *et seq.*), provides for the imposition of civil penalties against persons who make false, fictitious or fraudulent claims to the Federal Government for money (including money representing grants, loans or other benefits).
- b. The False Claims Amendments Act and the False Statements Act (18 U.S.C. §§ 287 and 1001, respectively), provide that whoever makes or presents any false, fictitious or fraudulent statement, representation or claim against the United States shall be subject to imprisonment of not more than five years and shall be subject to a fine in the amount provided by 18 U.S.C. § 287.
- c. The Civil False Claims Act (31 U.S.C. § 3729 *et seq.*), provides that suits can be brought by the government, or a person on behalf of the government, for false claims made under Federal assistance programs.
- d. The Copeland “Anti-Kickback” Act (18 U.S.C. § 874), prohibits a person or organization engaged in a Federally-supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland “Anti-Kickback” Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.

.02 Political Activities

The non-Federal entity must comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

.03 Drug-Free Workplace

The non-Federal entity shall comply with the provisions of the Drug-Free Workplace Act of 1988 (Pub. L. No. 100-690, Title V, Sec. 5153, as amended by Pub. L. No. 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 8102) and any Council regulations and policies promulgated pursuant to its authority, which require that the non-Federal entity take steps to provide a drug-free workplace.

.04 Foreign Travel

- a. The non-Federal entity may not use funds from this award for travel outside of the United States unless the Grants Officer provides prior written approval. The non-Federal entity shall comply with the provisions of the Fly America Act (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. §§ 301-10.131 through 301-10.143.
- b. The Fly America Act requires that Federal travelers and others performing U.S. Government-financed air travel must use U.S. flag air carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only in specific instances, such as when a U.S. flag air carrier is unavailable, or use of U.S. flag air carrier service will not accomplish the agency's mission.
- c. One exception to the requirement to fly U.S. flag carriers is transportation provided under a bilateral or multilateral air transport agreement, to which the United States Government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act pursuant to 49 U.S.C. § 40118(b). The United States Government has entered into bilateral/multilateral "Open Skies Agreements" (U.S. Government Procured Transportation) that allow Federally-funded transportation services for travel and cargo movements to use foreign air carriers under certain circumstances. There are multiple "Open Skies Agreements" currently in effect. For more information about the current bilateral and multilateral agreements, visit the [GSA website](#).¹⁷ Information on the Open Skies agreements (U.S. Government Procured Transportation) and other specific country agreements may be accessed via the [Department of State's website](#).¹⁸
- d. If a foreign air carrier is anticipated to be used for any portion of travel under a Council financial assistance award the non-Federal entity must obtain prior written approval from the Grants Officer. When requesting such approval, the non-Federal entity must provide a justification in accordance with guidance provided by 41 C.F.R. § 301-10.142, which requires the non-Federal entity to provide the Grants Officer with the following: name; dates of travel; origin and destination of travel; detailed itinerary of travel; name of the air carrier and flight number for each leg of the trip; and a statement explaining why the non-Federal entity meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the non-Federal entity must provide the Grants Officer with a copy of the agreement or a citation to the official agreement available on the GSA website. The Grants Officer shall make the final determination and notify the non-Federal entity in writing. Failure to adhere to the provisions of the Fly America Act will result in the non-Federal entity not being reimbursed for any transportation costs for which the non-Federal entity improperly used a foreign air carrier.

¹⁷ GSA Fly America Act website - <http://www.gsa.gov/portal/content/103191>, verified 8/18/2015.

¹⁸ Department of State Open Skies Agreements website - <http://www.state.gov/e/eb/tra/ata/index.htm>, verified 8/18/2015.

.05 Increasing Seat Belt Use in the United States

Pursuant to EO 13043, recipients should encourage employees and contractors to enforce on-the-job seat belt policies and programs when operating company-owned, rented or personally owned vehicles.

.06 Research Involving Human Subjects

- a. All proposed research involving human subjects must be conducted in accordance with 15 C.F.R. part 27 “Protection of Human Subjects.” No research involving human subjects is permitted under this award unless expressly authorized by special award condition, or otherwise in writing by the Grants Officer.
- b. Federal policy defines a human subject as a living individual about whom an investigator conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.
- c. Department of Commerce regulations at 15 C.F.R. part 27, applying to all Federal departments and agencies, require that recipients maintain appropriate policies and procedures for the protection of human subjects. In the event it becomes evident that human subjects may be involved in this project, the non-Federal entity shall submit appropriate documentation to the Federal Program Officer for approval by the appropriate Council officials. This documentation may include:
 1. Documentation establishing approval of the project by an institutional review board (IRB) approved for Federal-wide use under Department of Health and Human Services guidelines (*see also* 15 C.F.R. § 27.103);
 2. Documentation to support an exemption for the project under 15 C.F.R. § 27.101(b);
 3. Documentation to support deferral for an exemption or IRB review under 15 C.F.R. § 27.118;
 4. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form.
- d. No work involving human subjects may be undertaken or conducted, or costs incurred and/or charged for human subjects research, until the appropriate documentation is approved in writing by the Grants Officer. Notwithstanding this prohibition, work may be initiated or costs incurred and/or charged to the project for protocol or instrument development related to human subjects research.

.07 Federal Employee Expenses

Federal agencies are generally barred from accepting funds from a non-Federal entity to pay transportation, travel or other expenses for any Federal employee. Use of award funds (Federal or non-Federal) or the non-Federal entity’s provision of in-kind goods or services, for the purposes of transportation, travel or any other expenses for any Federal employee may raise appropriation augmentation issues. In addition, Council policy prohibits the acceptance of gifts, including travel payments for Federal employees, from recipients or applicants, regardless of the source.

.08 Minority Serving Institutions Initiative

Pursuant to EOs 13555 (“White House Initiative on Educational Excellence for Hispanics”), 13270 (“Tribal Colleges and Universities”), and 13532 (“Promoting Excellence, Innovation, and Sustainability at Historically Black Colleges and Universities”), the Council is strongly committed to broadening the participation of minority serving institutions (MSIs) in its financial assistance programs. The Council’s goals include achieving full participation of MSIs in order to advance the development of human potential, strengthen the Nation’s capacity to provide high-quality education, and increase opportunities for MSIs to participate in and benefit from Federal financial assistance programs. The Council encourages all recipients to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website.

.09 Research Misconduct

The Council adopts, and applies to financial assistance awards for research, the Federal Policy on Research Misconduct (Federal Policy) issued by the Executive Office of the President’s Office of Science and Technology Policy on December 6, 2000 (65 FR 76260). As provided for in the Federal Policy, research misconduct refers to the fabrication, falsification or plagiarism in proposing, performing or reviewing research, or in reporting research results. Research misconduct does not include honest errors or differences of opinion. Non-Federal entities that conduct extramural research funded by the Council must foster an atmosphere conducive to the responsible conduct of sponsored research by safeguarding against and resolving allegations of research misconduct. Non-Federal entities also have the primary responsibility to prevent, detect and investigate allegations of research misconduct and, for this purpose, may rely on their internal policies and procedures, as appropriate, to do so. Federal award funds expended on an activity that is determined to be invalid or unreliable because of research misconduct may result in appropriate enforcement action under the award, up to and including award termination and/or suspension or debarment. The Council requires that any allegation that contains sufficient information to proceed with an inquiry be submitted to the Grants Officer, who will also notify the Treasury OIG of such allegation. Once the non-Federal entity has investigated the allegation, it shall submit its findings to the Grants Officer. The Council may accept the non-Federal entity’s findings or proceed with its own investigation. The Grants Officer will inform the non-Federal entity of the Council’s final determination.

.10 Publications, Videos, Signage and Acknowledgment of Sponsorship

- a. Publication of results or findings in appropriate professional journals and production of video or other media is encouraged as an important method of recording, reporting and otherwise disseminating information and expanding public access to Federally-funded projects (*e.g.*, scientific research).
- b. Recipients are required to submit a copy of any publication materials, including but not limited to print, recorded or Internet materials, to the Council.
- c. When releasing information related to a funded project, recipients must include a statement that the project or effort undertaken was or is sponsored by the Council.
- d. Any signage produced with funds from the award or informing the public about the activities funded in whole or in part by the award, must first be approved in writing by the Grants Officer.
- e. Recipients are responsible for assuring that every publication of material based on, developed under, or otherwise produced under a Council financial assistance award, except scientific articles or papers

appearing in scientific, technical or professional journals, contains the following disclaimer or other disclaimer approved in writing by the Grants Officer:

This [report/video/etc.] was prepared by [non-Federal entity name] using Federal funds under award [number] from the RESTORE Council. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the RESTORE Council.

.11 Care and Use of Live Vertebrate Animals

Recipients must comply with the Laboratory Animal Welfare Act of 1966, as amended, (Pub. L. No. 89-544, 7 U.S.C. § 2131 *et seq.*) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations, 9 C.F.R. Parts 1, 2, and 3; the Endangered Species Act (16 U.S.C. § 1531 *et seq.*); Marine Mammal Protection Act (16 U.S.C. § 1361 *et seq.*) (taking possession, transport, purchase, sale, export or import of wildlife and plants); the Nonindigenous Aquatic Nuisance Prevention and Control Act (16 U.S.C. § 4701 *et seq.*) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling and treatment of warm-blooded animals held for research, teaching or other activities supported by Federal financial assistance. No research involving vertebrate animals is permitted under any Council financial assistance award without the prior written approval of the Grants Officer.

.12 Homeland Security Presidential Directive 12

If the performance of a grant award requires non-Federal entity personnel to have routine access to Federally-controlled facilities and/or Federally-controlled information systems (for purpose of this term “routine access” is defined as more than 180 days), such personnel must undergo the personal identity verification credential process. In the case of foreign nationals, the Council will conduct a check with U.S. Citizenship and Immigration Services’ (USCIS) Verification Division, a component of the Department of Homeland Security (DHS), to ensure that the individual is in a lawful immigration status and that he or she is eligible for employment within the United States. Any items or services delivered under a financial assistance award shall comply with the Council personal identity verification procedures that implement Homeland Security Presidential Directive 12, “Policy for a Common Identification Standard for Federal Employees and Contractors,” FIPS PUB 201, and OMB Memorandum M-05-24. The non-Federal entity shall ensure that its subrecipients and contractors (at all tiers) performing work under this award comply with the requirements contained in this term. The Grants Officer may delay final payment under an award if the subrecipient or contractor fails to comply with the requirements provided below. The non-Federal entity shall insert the following term in all subawards and contracts when the subaward non-Federal entity or contractor is required to have routine physical access to a Federally-controlled facility or routine access to a Federally-controlled information system:

- a. *The subrecipient or contractor shall comply with the Council personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended, for all employees under this subaward or contract who require routine physical access to a Federally-controlled facility or routine access to a Federally-controlled information system.*
- b. *The subrecipient or contractor shall account for all forms of Government-provided identification issued to the subrecipient or contractor employees in connection with performance under this subaward or contract. The subrecipient or contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Council: (1) When*

no longer needed for subaward or contract performance; (2) Upon completion of the subrecipient or contractor employee's employment; or (3) Upon subaward or contract completion or termination.

.13 Compliance with Department of Commerce Bureau of Industry and Security Export Administration Regulations

- a. This clause applies to the extent that this financial assistance award involves access to export-controlled items.
- b. In performing this financial assistance award, the non-Federal entity may gain access to items subject to export control (export-controlled items) under the Export Administration Regulations (EAR). The non-Federal entity is responsible for compliance with all applicable laws and regulations regarding export-controlled items, including the EAR's deemed exports and reexports provisions. The non-Federal entity shall establish and maintain effective export compliance procedures at Council and non-Council facilities throughout performance of the financial assistance award. At a minimum, these export compliance procedures must include adequate controls of physical, verbal, visual, and electronic access to export-controlled items, including by foreign nationals.
- c. Definitions
 - 1. Export-controlled items. Items (commodities, software, or technology), that are subject to the EAR (15 C.F.R. §§ 730-774), implemented by the Department of Commerce's Bureau of Industry and Security. These are generally known as "dual-use" items, items with both a military and commercial application.
 - 2. Deemed Export/Reexport. The EAR defines a deemed export as a release of export-controlled items (specifically, technology or source code) to a foreign national in the U.S. Such release is "deemed" to be an export to the home country of the foreign national. 15 C.F.R. § 734.2(b)(2)(ii). A release may take the form of visual inspection, oral exchange of information, or the application abroad of knowledge or technical experience acquired in the U.S. If such a release occurs abroad, it is considered a deemed reexport to the foreign national's home country. Licenses may be required for deemed exports or reexports.
- d. The non-Federal entity shall control access to all export-controlled items that it possesses or that comes into its possession in performance of this financial assistance award, to ensure that access to, or release of, such items are restricted, or licensed, as required by applicable Federal laws, EOs, and/or regulations, including the EAR.
- e. As applicable, non-Federal entity personnel and associates at Council sites shall be informed of any procedures to identify and protect export-controlled items.
- f. To the extent the non-Federal entity wishes to provide foreign nationals with access to export-controlled items, the non-Federal entity shall be responsible for obtaining any necessary licenses, including licenses required under the EAR for deemed exports or deemed reexports.
- g. Nothing in the terms of this financial assistance award is intended to change, supersede, or waive the requirements of applicable Federal laws, EOs or regulations.
- h. Compliance with the foregoing will not satisfy any legal obligations the non-Federal entity may have regarding items that may be subject to export controls administered by other agencies such as the Department of State, which has jurisdiction over exports of munitions items subject to the

International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120-130), including releases of such items to foreign nationals.

- i. The non-Federal entity shall include this Subsection .13, including this Subparagraph i, in all lower tier transactions (subawards, contracts, and subcontracts) under this financial assistance award that may involve access to export-controlled items.

.14 The Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)), as amended, and the implementing regulations at 2 C.F.R. part 175

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal Government, if the non-Federal entity engages in certain activities related to trafficking in persons. The Council incorporates the following award term required by [2 C.F.R. § 175.15\(b\)](#).¹⁹

Award Term from 2 C.F.R. § 175.15(b):

I. Trafficking in persons.

- a. Provisions applicable to a non-Federal entity that is a private entity.
 1. You as the non-Federal entity, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either— (A) Associated with performance under this award; or (B) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. Part 1326, “Nonprocurement Debarment and Suspension.”
- b. Provision applicable to a non-Federal entity other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or

¹⁹ See 2 C.F.R. § 175.15(b) - <http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-sec175-15.pdf>, verified 8/18/2015.

- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. Part 1326, “Nonprocurement Debarment and Suspension.”
- c. Provisions applicable to any non-Federal entity.
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 - 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. Definitions. For purposes of this award term:
 - 1. Employee means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. Forced labor means: labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. Private entity:
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. 175.25;
 - ii. Includes: (A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. 175.25(b); and (B) A for-profit organization.
 - 4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

.15 The Federal Funding Accountability and Transparency Act of 2006 (“Transparency Act” or FFATA)—Public Law 109-282, as amended by section 6202(a) of Public Law 110-252 (31 U.S.C. 6101)

- a. Searchable Website Requirements. The Federal Funding Accountability and Transparency Act of 2006 (FFATA) requires information on Federal awards (Federal financial assistance and expenditures) be made available to the public via a single, searchable website. This information is available at the [USA Spending website](http://www.USASpending.gov).²⁰ Recipients and subrecipients must include the following required data elements in their application:

²⁰ USASpending.gov website - www.USASpending.gov, verified 8/18/2015.

- Name of entity receiving award;
 - Award amount;
 - Transaction type, funding agency, Catalog of Federal Domestic Assistance Number, and descriptive award title;
 - Location of entity, primary location of performance (City/State/Congressional District/Country); and
 - Unique identifier of entity.
- b. Reporting Subawards and Executive Compensation. Prime grant recipients awarded a new Federal grant greater than or equal to \$25,000 on or after October 1, 2010, other than those funded by the Recovery Act, are subject to FFATA subaward reporting requirements as outlined in the OMB guidance issued August 27, 2010. The prime non-Federal entity is required to file a FFATA subaward report by the end of the month following the month in which the prime non-Federal entity awards any sub-grant greater than or equal to \$25,000. *See* Pub. L. No. 109-282, as amended by section 6202(a) of Pub. L. No. 110-252 (*see* 31 U.S.C. 6101 note). The reporting requirements are located in Appendix A of [2 C.F.R. Part 170](#).²¹

Award Term from Appendix A of 2 C.F.R. Part 170:

I. Reporting Subawards and Executive Compensation.

- a. Reporting of first-tier subawards.
 1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (*see* definitions in paragraph e. of this award term).
 2. Where and when to report.
 - i. You must report each obligating action described in paragraph a.1 of this award term to the FFATA Subaward Reporting System ([FSRS](#)).²²
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
 3. What to report. You must report the information about each obligating action that the submission instructions posted at the [FSRS](#) website specify.
- b. Reporting Total Compensation of Non-Federal Entity Executives.
 1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. the total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and

²¹ 2 C.F.R. § 170.320 on GPO website - <http://www.gpo.gov/fdsys/pkg/CFR-2011-title2-vol1/pdf/CFR-2011-title2-vol1-part170-appA.pdf>, verified 8/18/2015.

²² Federal Funding Accountability and Transparency Act Subaward Reporting System - <http://www.fsrs.gov>, verified 8/18/2015.

- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the [U.S. Security and Exchange Commission](#) total compensation filings.²³)
 - 2. Where and when to report. You must report executive total compensation described in paragraph b.1 of this award term:
 - i. As part of your registration profile in the System for Award Management ([SAM](#)),²⁴ and
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.
- c. Reporting of Total Compensation of Subrecipient Executives.
 - 1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
 - i. In the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
 - 2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
 - i. To the non-Federal entity.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d. Exemptions. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report: i. Subawards, and ii. The total compensation of the five most highly compensated executives of any subrecipient.
- e. Definitions. For purposes of this award term:
 - 1. Entity means all of the following, as defined in 2 C.F.R. part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;

²³ U.S. Security and Exchange Commission Executive Compensation “Fast Facts” - <http://www.sec.gov/answers/execomp.htm>, verified on 8/18/2015.

²⁴ System for Award Management (SAM) - <https://www.sam.gov>, verified on 8/18/2015.

- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
 - 2. Executive means officers, managing partners, or any other employees in management positions.
 - 3. Subaward:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the non-Federal entity award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. § 200.330).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
 - 4. Subrecipient means an entity that:
 - i. Receives a subaward from you (the non-Federal entity) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
 - 5. Total compensation means the cash and noncash dollar value earned by the executive during the non-Federal entity's or subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax-qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- c. System for Award Management (SAM) and Universal Identifier requirements.
- 1. Requirement for SAM. Unless you are exempted from this requirement under 2 C.F.R. § 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
 - 2. Requirement for unique entity identifier. If you are authorized to make subawards under this award, you:
 - i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
 - ii. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

3. Definitions for purposes of this award term:

- i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management [Internet site](#).²⁵
- ii. Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities.
- iii. Entity, as it is used in this award term, means all of the following, as defined at 2 C.F.R. part 25, subpart C:
 - (A) A Governmental organization, which is a State, local government, or Indian Tribe;
 - (B) A foreign public entity;
 - (C) A domestic or foreign nonprofit organization;
 - (D) A domestic or foreign for-profit organization; and
 - (E) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- iv. Subaward:
 - (A) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the non-Federal entity award to an eligible subrecipient.
 - (B) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* 2 C.F.R. § 200.330).
 - (C) A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
- v. Subrecipient means an entity that:
 - (A) Receives a subaward from you under this award; and
 - (B) Is accountable to you for the use of the Federal funds provided by the subaward.

.16 Federal Financial Assistance Planning During a Funding Hiatus or Government Shutdown

This term sets forth initial guidance that will be implemented for Federal assistance awards in the event of a lapse in appropriations, or a government shutdown. The Grants Officer may issue further guidance prior to an anticipated shutdown.

- a. Unless there is an actual rescission of funds for specific grant obligations, recipients of Federal financial assistance awards for which funds have been obligated generally will be able to continue to perform and incur allowable expenses under the award during a funding hiatus. Recipients are advised that ongoing activities by Federal employees involved in grant administration (including payment processing) or similar operational and administrative work cannot continue when there is a funding lapse. Therefore, there may be delays, including payment processing delays, in the event of a shutdown.
- b. All award actions will be delayed during a government shutdown; if it appears that a non-Federal entity's performance under a grant or cooperative agreement will require agency involvement, direction or clearance during the period of a possible government shutdown, the Program Officer or

²⁵ System for Award Management (SAM) - <https://www.sam.gov>, verified on 8/18/2015.

Grants Officer, as appropriate, may attempt to provide such involvement, direction, or clearance prior to the shutdown or advise recipients that such involvement, direction, or clearance will not be forthcoming during the shutdown. Accordingly, recipients whose ability to withdraw funds is subject to prior agency approval, which in general are recipients that have been designated high risk, recipients of construction awards, or are otherwise limited to reimbursements or subject to agency review, will be able draw funds down from the relevant Automatic Standard Application for Payment (ASAP) account only if agency approval is given and coded into ASAP prior to any government shutdown or closure. This limitation may not be lifted during a government shutdown. Recipients should plan to work with the Grants Officer to request prior approvals in advance of a shutdown wherever possible. Recipients whose authority to draw down award funds is restricted may decide to suspend work until the government reopens.

- c. The ASAP system may remain operational during a government shutdown. As applicable, recipients that do not require Council approval to draw down advance funds from their ASAP accounts may be able to do so during a shutdown. The 30-day limitation on the drawdown of advance funds will apply notwithstanding a government shutdown and advanced funds held for more than 30 days shall be returned with interest.

R. CERTIFICATIONS

At a minimum, the non-Federal entity must comply with the certifications and requirements in 31 C.F.R. § 34.802, assurances (Forms SF-424B and SF-424D, or equivalent, as applicable), and any required Council-specific certifications. Other certifications may be required by 2 C.F.R. part 200. Certifications must be signed by an authorized senior official of the entity receiving grant funds who can legally bind the organization or entity, and who has oversight for the administration and use of the funds in question.

ATTACHMENT E**SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT
RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN**

An evaluation for the assessment of uncontrolled risks of the SUB-RECIPIENT's systems and processes for financial management was performed as of part of the initial sub-award process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Sub-Award Agreement. No corrective action is required to the SUB-RECIPIENT's systems and processes at the time of this award. MDEQ requests the SUB-RECIPIENT provide the following information to MDEQ as part of observations made during the evaluation:

1. SUB-RECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the program performance period.
2. SUB-RECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUB-RECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
3. SUB-RECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUB-RECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUB-RECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUB-RECIPIENT's ability to comply with Federal Award and/or Sub-Award requirements.

**ATTACHMENT F
SUB-AWARD TERMS AND CONDITIONS
FOR CONTRACTED PARTIES**

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

- A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- B. has not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- C. has not, within a three-year period preceding this agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (2) and (3) of this certification; and,
- E. has not, within a three-year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUB-RECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUB-RECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUB-RECIPIENT or Contracted Parties arising from, or associated with this Agreement is strictly incidental and all such vendors are not, and are not intended to be considered as third party beneficiaries under any agreement between MDEQ and the SUB-RECIPIENT.

Upon execution of any contract between the SUB-RECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUB-RECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUB-RECIPIENT and any other party. The SUB-RECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUB-RECIPIENT and any other party. The SUB-RECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUB-RECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Treasury, the Treasury Office of Inspector General, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have the right of timely and unrestricted access to any of Contracted Party's books, documents, papers, and other records, including electronic records, which are maintained or produced as a result of the agreement

and Project for the purpose of making audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the SUB-RECIPIENT's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records, and other records, including electronic records, which are maintained or produced as a result of the agreement and the Project. These records must be retained for a minimum of three years after final payment under the agreement is made. These records shall be made available during the term of the agreement and the subsequent three-year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General and Treasury. If any litigation, claim, investigation, or audit relating to Federal Award No. GNTSP18MS0058 ("Award") or an activity funded under the Award is started before the expiration of the three year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

Treasury, the Treasury Office of Inspector General, the Government Accountability Office, MDEQ and their representatives, invitees, and consultants, and Departments and Agencies of the State of Mississippi, and any of their duly authorized representatives', shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all work hereunder.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described Project or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION & EVALUATION

Both parties agree to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project or projects to which the agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, both parties agree to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2023, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
TO ACCEPT A TIDELANDS GRANT FROM THE MISSISSIPPI DEPARTMENT OF
MARINE RESOURCES, AND FOR RELATED PURPOSES**

WHEREAS, the City of Gulfport, by and through the Department of Leisure Services, applied for Tidelands Grant funding from the Mississippi Department of Marine Resources for the procurement of removable restroom units for the west side of the Gulfport Small Craft Harbor, to provide an additional amenity and improve park use for those visiting the Harbor and Jones Park; and

WHEREAS, Gus Wesson, Director of Leisure Services, was recently advised that the City had been awarded a Tidelands Grant in the amount of \$84,000.00 for the aforementioned restroom units, and was provided with a Tidelands Grant Agreement (see Exhibit “A”) concerning the same for approval by the City in connection with the said grant; and

WHEREAS, the City of Gulfport desires to accept the aforementioned grant and approve the grant agreement.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the City of Gulfport be and it is authorized to accept a Tidelands Grant from the Mississippi Department of Marine Resources in the amount of \$84,000.00.

SECTION 3. That the Tidelands Grant Agreement attached hereto as Exhibit “A” be and the same is hereby approved and the Mayor, or his designee, is authorized to execute and deliver the same on behalf of the City. .

SECTION 4. That this Resolution shall be in effect immediately upon its passage and enactment according to law, and shall be spread upon the minutes of the Gulfport City Council.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2023.

MAYOR



DEPARTMENT OF
LEISURE SERVICES

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5881
Fax: 228-868-5883

Administrative Office
1422 23rd Ave.
Gulfport, MS 39501

To: Mayor Billy Hewes

Cc: City Council

From: Gus Wesson, Director Leisure Services

Date: January 6, 2023

Subject: Request to Accept Tidelands Award Grant – Removable Restroom Units
for the West Side of the Gulfport Small Craft Harbor

Attached for your consideration is the Tidelands Grant Award letter for the Removable Restroom Units for the West Side of the Gulfport Small Craft Harbor. This project will improve the park area for citizens use.

The award amount for this project is \$84,000.

Please place this item on the January 17, 2023 City Council Agenda.

Should you have any questions or issues, please feel free to contact me.

A handwritten signature in black ink, appearing to read "Gus Wesson", written over a horizontal line.

Gus Wesson



STATE OF MISSISSIPPI

Tate Reeves
Governor

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

Joe Spraggins, Executive Director

November 22, 2022

Mayor Billy Hewes
P.O. Box 1780
Gulfport, MS 39502

Re: Tidelands Grant Award- Removable Restroom Units for the West Side of the Gulfport Small Craft Harbor

Dear Mayor Billy Hewes:

Due to the change in the Tidelands Revenue received by the Secretary of State's Office, the Department of Marine Resources will be reducing your FY23 Tidelands Awards (at a) prorated amount of 16%. H.B. No. 1624 Section 5 gives the Department of Marine Resources the authority to allocate funding on a pro rata basis as needed when the actual funding is less than the appropriations bill. Your new FY23 Tidelands funding for the above referenced project will be \$ 84,000.00.

As per H.B. No 1624 Section 4, The Mississippi Department of Marine Resources (MDMR) request that you submit an amended Tidelands Application to reflect the change in funding. An Amended Tidelands application can be found on our website at (dmr.ms.gov). Attached you will find your approved FY23 Tidelands Grant Agreement. Please review and return a fully executed copy with the amended application by December 15, 2022.

Thank you for making the Mississippi Gulf Coast a better place to live and work. Please feel free to contact me at any time should the Mississippi Department of Marine Resources be of service to you, (P)228-523-4011 or joe.spraggins@dmr.ms.gov.

In appreciation,


[Joe Spraggins \(Nov 22, 2022 12:58 CST\)](#)
Joe Spraggins
Executive Director

cc: Gus Wesson

Removable Restrooms Award Letter 1

11-22-2022

Final Audit Report

2022-11-22

Created:	2022-11-22
By:	Sonja Slater (sonja.slater@dmr.ms.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAE_cY_PvIT8G7NA_CuJ3bftJp25xx9K6p

"Removable Restrooms Award Letter 1 11-22-2022" History



Document created by Sonja Slater (sonja.slater@dmr.ms.gov)

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Document e-signed by Joe Spraggins (joe.spraggins@dmr.ms.gov)

Signature Date: 2022-11-22 - 6:58:37 PM GMT - Time Source: server- IP address: 69.60.32.16



Agreement completed.

2022-11-22 - 6:58:37 PM GMT



Adobe Acrobat Sign

**MISSISSIPPI DEPARTMENT OF MARINE RESOURCES****Tidelands Grant Agreement
City of Gulfport
FISCAL YEAR 2022**

City of Gulfport hereby agrees to expend funds as authorized by the Mississippi Legislature in H.B. 1624 2022 Regular Session and Mississippi Code Section 29-15-9.

The Mississippi Department of Marine Resources will disburse funds in the amount of \$ **84,000** for the Removable Restroom Units, upon (1) receipt of this signed document; (2) MDMR possession of amended application with complete and final project designs and plans; (3) release of funds from the Mississippi Department of Finance and Administration; and (4) availability of said funds. The Mississippi Department of Marine Resources shall make progress payments in installments based on work completed and material used in the performance of a Tidelands project only after receiving written verification using Form TTF-3 and Form TTF-4 or Form TTF-5.

The **City of Gulfport** agrees to:

- 1) Expend monies for the project as designated by the Legislature in H.B. 1624 2022 Regular Session Removable Restroom Units Project and Mississippi Code Section 29-15-9 and be subject to an audit by the State Auditor.
- 2) Provide the Department of Marine Resources with detailed reports beginning June 30, 2023, and every six months thereafter for the duration of project. Project reports will include:
 - Final project design and budget
 - Description of Work Completed
 - Benefits to the public and community
 - Milestones for Completion
 - Visual presentation (photographs) of project
 - Funds expended (to include Tidelands and Matching Funds)
 - Narrative description of project
- 3) Provide the Department of Marine Resources with a Notification of Completion – TTF-5 (to be included in final payment request-Form TTF-3) to include a detailed final report of entire project.
- 4) Erect a prominent, permanent sign to be displayed at all funded public access and construction related projects. The sign shall read "Funds for this project appropriated by the Mississippi Legislature, 2023 Tidelands Trust Fund, through the Secretary of State, Michael Watson, and the Mississippi Department of Marine Resources."
- 5) To comply with the Stop Work Order Provisions listed below:
 1. *Order to Stop Work:* The MDMR may, by written order to the Grantee at any time, and without notice to any surety, require Grantee to stop all or any part of the work called for by this Grant Agreement. This order shall be for a specified period not exceeding 90 days after the order is delivered to Grantee, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Grantee shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the MDMR shall either:
 2. cancel the stop work order; or,

3. terminate the work covered by such order by terminating the Grant Agreement, in whole or in part.
4. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Grantee shall have the right to resume work. An appropriate adjustment shall be made in the time required for completion of the work, and the Grant Agreement shall be modified in writing accordingly, if the Grantee asserts a claim for such adjustment within 30 days after the period of work stoppage; provided that if the MDMR determines that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Grant Agreement. In no event will the MDMR be responsible for additional costs allocable to the work covered by the order during the period of work stoppage.

On behalf of the **City of Gulfport** I have read, understand, and agree to all terms listed above, and recognize that failure to comply with any portion of this Grant Agreement could jeopardize the receipt of any future Tidelands Trust Funds Appropriations.


Joe Spraggins Nov 22, 2022 12:58 CST

Joe Spraggins, Executive Director
Department of Marine Resources

Nov 22, 2022

Date

Billy Hewes, Mayor
City of Gulfport

Date

Removeable Restrooms Grant Agreement

11-22-2022

Final Audit Report

2022-11-22

Created:	2022-11-22
By:	Sonja Slater (sonja.slater@dmr.ms.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAApHwcbbRkKLDhJ9Uix3u6ZYZYH09cqpQa

"Removeable Restrooms Grant Agreement 11-22-2022" History



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Document e-signed by Joe Spraggins (joe.spraggins@dmr.ms.gov)

Signature Date: 2022-11-22 - 6:58:54 PM GMT - Time Source: server- IP address: 69.60.32.16



Agreement completed.

2022-11-22 - 6:58:54 PM GMT



Adobe Acrobat Sign

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2023, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
TO ACCEPT A TIDELANDS GRANT FROM THE MISSISSIPPI DEPARTMENT OF
MARINE RESOURCES FOR THE RICHARDS BAYOU DREDGING PROJECT, AND
FOR RELATED PURPOSES**

WHEREAS, the City of Gulfport applied for Tidelands Grant funding from the Mississippi Department of Marine Resources for the Richards Bayou Dredging Project, a project which is designed to provide engineering design services and the materials, labor and equipment to dredge an existing Bayou (Richards Bayou) in Retreat Village; and

WHEREAS, the City was recently advised that the City had been awarded a Tidelands Grant in the amount of \$420,000.00 for the aforementioned project, and was provided with a Tidelands Grant Agreement (see Exhibit “A”) concerning the same for approval by the City in connection with the said grant; and

WHEREAS, the City of Gulfport desires to accept the aforementioned grant and approve the grant agreement.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the City of Gulfport be and it is authorized to accept a Tidelands Grant from the Mississippi Department of Marine Resources in the amount of \$420,000.00, for the Richards Bayou Dredging Project.

SECTION 3. That the Tidelands Grant Agreement attached hereto as Exhibit “A” be and the same is hereby approved and the Mayor, or his designee, is authorized to execute and

deliver the same on behalf of the City.

SECTION 4. That this Resolution shall be in effect immediately upon its passage and enactment according to law, and shall be spread upon the minutes of the Gulfport City Council.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2023.

MAYOR



Memorandum – City of Gulfport

PUBLIC WORKS AND ENGINEERING

To: Mayor Billy Hewes and Members of the City Council

CC: Leonard Papania, CAO
Todd Harman, CPA, Director of Finance and Accounting
Jeremy Harrison, PE, Assistant Director of Engineering
Tyler Gentry, Assistant Director of Public Works – Operations
Karen McCarty, Grants
Legal Department

From: Wayne E. Miller, P.E., Director of Public Works and Engineering

Date: January 6, 2023

Re: **Recommendation to Approve Tidelands Grant Award**
- Richards Bayou Dredging

WEM

Attached for your consideration is the Tidelands Grant Agreement for Fiscal Year 2023 for the above referenced project. The amount of the grant is \$420,000.

The project consists of the engineering design, furnishing materials, labor, and equipment for certain improvements to Richards Bayou. This project will dredge an existing bayou at the Retreat Village Subdivision in Ward 6 in Gulfport, MS. The bayou has silted in overtime adversely impacting drainage and use. The problem was exacerbated during Hurricane Katrina and other tropical systems.

The project is funded 100% by Fiscal Year 2023 Mississippi Tidelands Trust Fund Program.

I recommend approval of this agreement.

Attachment:

1. Grant Award Letter
2. Partially Executed Grant Agreement
3. Project Limits Exhibit



STATE OF MISSISSIPPI

Tate Reeves
Governor

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

Joe Spraggins, Executive Director

November 22, 2022

Mayor Billy Hewes
P.O. Box 1780
Gulfport, MS 39502

Re: Tidelands Grant Award- Richards Bayou Dredging

Dear Mayor Billy Hewes:

Due to the change in the Tidelands Revenue received by the Secretary of State's Office, the Department of Marine Resources will be reducing your FY23 Tidelands Awards (at a) prorated amount of 16%. H.B. No. 1624 Section 5 gives the Department of Marine Resources the authority to allocate funding on a pro rata basis as needed when the actual funding is less than the appropriations bill. Your new FY23 Tidelands funding for the above referenced project will be \$ 420,000.00.

As per H.B. No 1624 Section 4, The Mississippi Department of Marine Resources (MDMR) request that you submit an amended Tidelands Application to reflect the change in funding. An Amended Tidelands application can be found on our website at (dmr.ms.gov). Attached you will find your approved FY23 Tidelands Grant Agreement. Please review and return a fully executed copy with the amended application by December 15, 2022.

Thank you for making the Mississippi Gulf Coast a better place to live and work. Please feel free to contact me at any time should the Mississippi Department of Marine Resources be of service to you, (P)228-523-4011 or joe.spraggins@dmr.ms.gov.

In appreciation,


[Joe Spraggins](#) (Nov 22, 2022 12:58 CST)

Joe Spraggins
Executive Director

cc: Gus Wesson

Richards Bayou and Removable Restrooms Award Letter 1 11-22-2022

Final Audit Report

2022-11-22

Created:	2022-11-22
By:	Sonja Slater (sonja.slater@dmr.ms.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAkY1wpS9H_STQmHsGDJksffnXyiXvD5Fb

"Richards Bayou and Removable Restrooms Award Letter 1 11-22-2022" History

-  Document created by Sonja Slater (sonja.slater@dmr.ms.gov)
2022-11-22 - 5:55:57 PM GMT- IP address: 69.60.32.16
-  Document emailed to Joe Spraggins (joe.spraggins@dmr.ms.gov) for signature
2022-11-22 - 5:56:19 PM GMT
-  Email viewed by Joe Spraggins (joe.spraggins@dmr.ms.gov)
2022-11-22 - 6:57:56 PM GMT- IP address: 69.60.32.16
-  Document e-signed by Joe Spraggins (joe.spraggins@dmr.ms.gov)
Signature Date: 2022-11-22 - 6:58:03 PM GMT - Time Source: server- IP address: 69.60.32.16
-  Agreement completed.
2022-11-22 - 6:58:03 PM GMT

**MISSISSIPPI DEPARTMENT OF MARINE RESOURCES****Tidelands Grant Agreement
City of Gulfport
FISCAL YEAR 2022**

City of Gulfport hereby agrees to expend funds as authorized by the Mississippi Legislature in H.B. 1624 2022 Regular Session and Mississippi Code Section 29-15-9.

The Mississippi Department of Marine Resources will disburse funds in the amount of **\$ 420,000** for the Richards Bayou Dredging Projects, upon (1) receipt of this signed document; (2) MDMR possession of amended application with complete and final project designs and plans; (3) release of funds from the Mississippi Department of Finance and Administration; and (4) availability of said funds. The Mississippi Department of Marine Resources shall make progress payments in installments based on work completed and material used in the performance of a Tidelands project only after receiving written verification using Form TTF-3 and Form TTF-4 or Form TTF-5.

The **City of Gulfport** agrees to:

- 1) Expend monies for the project as designated by the Legislature in H.B. 1624 2022 Regular Session Richards Bayou Dredging Project and Mississippi Code Section 29-15-9 and be subject to an audit by the State Auditor.
- 2) Provide the Department of Marine Resources with detailed reports beginning June 30, 2023, and every six months thereafter for the duration of project. Project reports will include:
 - Final project design and budget
 - Benefits to the public and community
 - Visual presentation (photographs) of project
 - Narrative description of project
 - Description of Work Completed
 - Milestones for Completion
 - Funds expended (to include Tidelands and Matching Funds)
- 3) Provide the Department of Marine Resources with a Notification of Completion – TTF-5 (to be included in final payment request-Form TTF-3) to include a detailed final report of entire project.
- 4) Erect a prominent, permanent sign to be displayed at all funded public access and construction related projects. The sign shall read “Funds for this project appropriated by the Mississippi Legislature, 2023 Tidelands Trust Fund, through the Secretary of State, Michael Watson, and the Mississippi Department of Marine Resources.”
- 5) To comply with the Stop Work Order Provisions listed below:
 1. *Order to Stop Work:* The MDMR may, by written order to the Grantee at any time, and without notice to any surety, require Grantee to stop all or any part of the work called for by this Grant Agreement. This order shall be for a specified period not exceeding 90 days after the order is delivered to Grantee, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Grantee shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the MDMR shall either:
 2. cancel the stop work order; or,

3. terminate the work covered by such order by terminating the Grant Agreement, in whole or in part.
4. *Cancellation or Expiration of the Order*: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Grantee shall have the right to resume work. An appropriate adjustment shall be made in the time required for completion of the work, and the Grant Agreement shall be modified in writing accordingly, if the Grantee asserts a claim for such adjustment within 30 days after the period of work stoppage; provided that if the MDMR determines that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Grant Agreement. In no event will the MDMR be responsible for additional costs allocable to the work covered by the order during the period of work stoppage.

On behalf of the **City of Gulfport** I have read, understand, and agree to all terms listed above, and recognize that failure to comply with any portion of this Grant Agreement could jeopardize the receipt of any future Tidelands Trust Funds Appropriations.


Joe Spraggins (Nov 22, 2022 12:58 CST)
 Joe Spraggins, Executive Director
 Department of Marine Resources

Nov 22, 2022

Date

 Billy Hewes, Mayor
 City of Gulfport

 Date

Richards Bayou Grant Agreement 11-22-2022

Final Audit Report

2022-11-22

Created:	2022-11-22
By:	Sonja Slater (sonja.slater@dmr.ms.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfuBsERmcx3IZbVmbwOkWZk8x4ge9SLAB

"Richards Bayou Grant Agreement 11-22-2022" History

-  Document created by Sonja Slater (sonja.slater@dmr.ms.gov)
2022-11-22 - 5:57:33 PM GMT- IP address: 69.60.32.16
-  Document emailed to Joe Spraggins (joe.spraggins@dmr.ms.gov) for signature
2022-11-22 - 5:58:10 PM GMT
-  Email viewed by Joe Spraggins (joe.spraggins@dmr.ms.gov)
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-  Document e-signed by Joe Spraggins (joe.spraggins@dmr.ms.gov)
Signature Date: 2022-11-22 - 6:58:22 PM GMT - Time Source: server- IP address: 69.60.32.16
-  Agreement completed.
2022-11-22 - 6:58:22 PM GMT

RETREAT VILLAGE DREDGING PROJECT MASTER PLAN

2,628 TOTAL CUBIC YARDS (LVM)



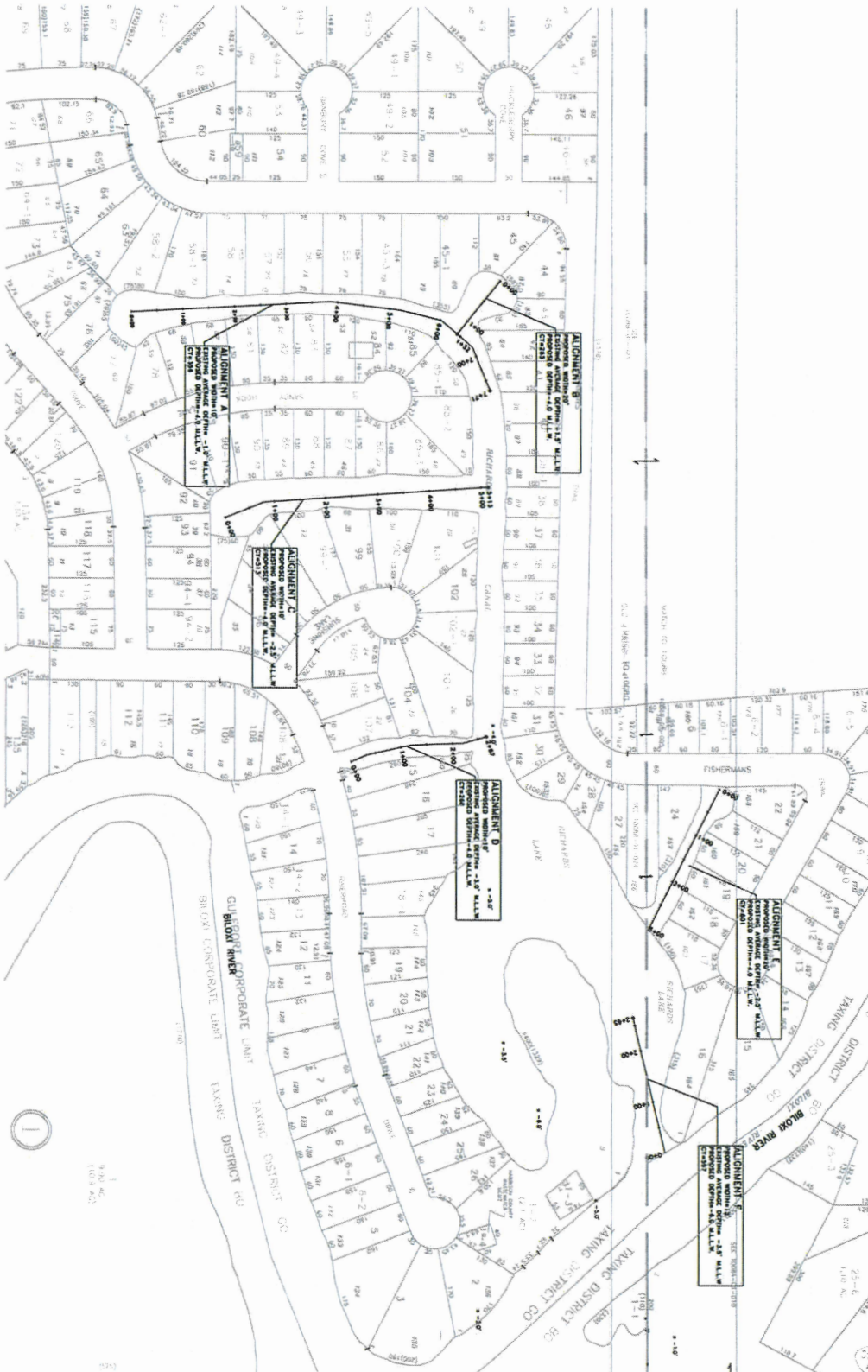
SCALE: N.T.S.
N

PROJECT TITLE: CITY OF GULFPORT RETREAT VILLAGE DREDGING PROJECT	
SHEET NAME: MASTER PLAN	
DATE: 8/22/2014	DRAWN: J. M. G.
CHECKED: J. M. G.	SCALE: N.T.S.
APPROVED: J. M. G.	DATE: 8/22/2014
DRAWING NUMBER: 1 OF 2	

RETREAT VILLAGE DREDGING PROJECT MASTER PLAN

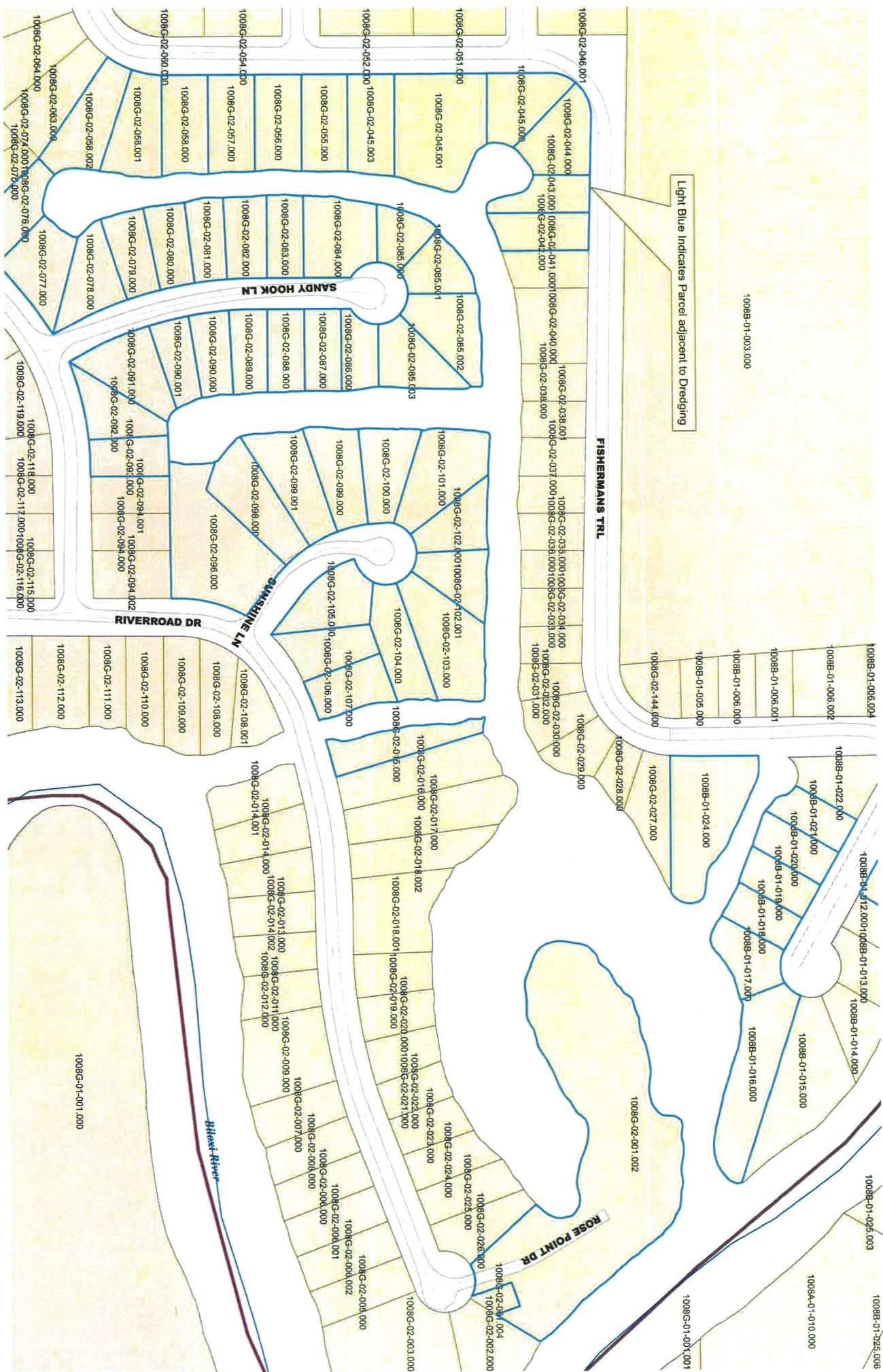
2,628 TOTAL CUBIC YARDS (LVM)

SCALE: 1"=200'



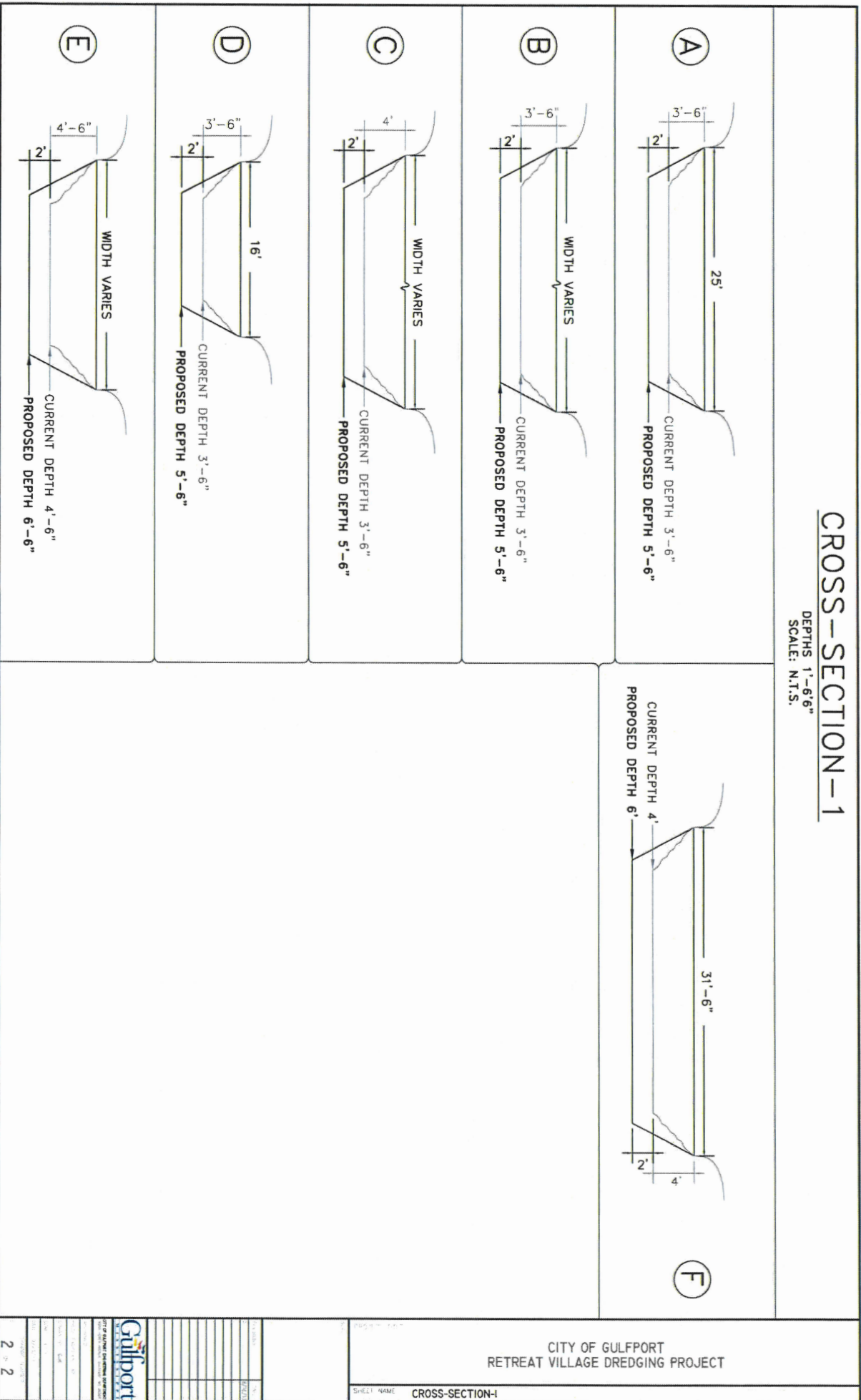
CITY OF GULFPORT
RETREAT VILLAGE DREDGING PROJECT

SHEET NAME: MASTER PLAN



CROSS-SECTION-1

DEPTHS 1'-6" to 6'-6"
SCALE: N.T.S.



CITY OF GULFPORT
RETREAT VILLAGE DREDGING PROJECT

SHEET NAME CROSS-SECTION-1

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL AUTHORIZING THE CITY OF GULFPORT TO ACCEPT A VICTIMS OF CRIME ACT GRANT – DOMESTIC VIOLENCE VICTIM ADVOCATE, AND FOR RELATED PURPOSES

WHEREAS, the Victims of Crime Act grant program is offered through the Mississippi Department of Health, Office Against Interpersonal Violence; and

WHEREAS, if awarded, the grant will fully fund a full time Domestic Violence Victim Advocate position; and

WHEREAS, the City of Gulfport, by and through its Legal Department, applied for and has been awarded the Victims of Crime Act Grant as more fully set forth in the memorandum of City Attorney, Jeff Bruni, attached hereto as Exhibit “A”, which memorandum provides additional details regarding the grant, including funding information; and

WHEREAS, in order to effectuate acceptance of the aforementioned grant, a sub-grant Agreement is required to be executed in the form attached as Exhibit “B” hereto.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the City of Gulfport, by and through the Gulfport Legal Department, be and it is hereby authorized to accept the Victims of Crime Act grant, the details of which are more fully set forth in the Memorandum from City Attorney Jeff Bruni attached hereto as Exhibit “A” and to take any and all steps as may be required to complete and effectuate said acceptance, including the execution of by the appropriate official (Mayor, City Attorney, City Prosecutor).

Section 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and ready by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this the _____ day of _____, 2023.

APPROVED:

MAYOR

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL AUTHORIZING THE CITY OF GULFPORT TO ACCEPT VIOLENCE AGAINST WOMEN ACT GRANT – DOMESTIC VIOLENCE PROSECUTOR, AND FOR RELATED PURPOSES

WHEREAS, the Violence Against Women Act grant program is offered through the Mississippi Department of Health, Office Against Interpersonal Violence; and

WHEREAS, if awarded, the grant will fully fund a Domestic Violence Victim Prosecutor position; and

WHEREAS, the City of Gulfport, by and through its Legal Department, applied for and has been awarded the Violence Against Women Act Grant as more fully set forth in the memorandum of City Attorney, Jeff Bruni, attached hereto as Exhibit “A”, which memorandum provides additional details regarding the grant, including funding information; and

WHEREAS, in order to effectuate acceptance of the aforementioned grant, a sub-grant Agreement is required to be executed in the form attached as Exhibit “B” hereto.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the City of Gulfport, by and through the Gulfport Legal Department, be and it is hereby authorized to accept the Violence Against Women Act grant, the details of which are more fully set forth in the Memorandum from City Attorney Jeff Bruni attached hereto as Exhibit “A” and to take any and all steps as may be required to complete and effectuate said acceptance, including the execution of by the appropriate official (Mayor, City Attorney, City Prosecutor).

Section 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and ready by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this the _____ day of _____, 2023.

APPROVED:

MAYOR

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2023, the following Resolution:

**A RESOLUTION OF THE GULFPORT CITY COUNCIL RECONFIRMING
AND EXTENDING THE STATUS OF A STATE OF EMERGENCY DUE
TO THE SPREAD OF COVID-19 AND POTENTIAL ASSOCIATED IMPACTS WHICH
THREATEN TO AFFECT AREAS WITHIN THE CITY,
AND FOR RELATED PURPOSES**

WHEREAS, on March 15, 2020, the Mayor of the City of Gulfport, Mississippi, proclaimed the existence of a “Civil Emergency” pursuant to authority of §45-17-3, *et seq.*, *Miss. Code Ann.* and the existence of a “Local Emergency” pursuant to authority of § 33-15-17(d), *et seq.*, *Miss. Code Ann.* and related statutes due to the spread of Covid-19, a novel coronavirus, within Mississippi and surrounding areas and the potential impacts thereof (illness, injury and death) which threaten to commence in the area and impact an area that includes the City of Gulfport, Mississippi (the “Civil Emergency” and the “Local Emergency” shall hereinafter be referred to collectively as the “State of Emergency”); and

WHEREAS, the Gulfport City Council, on March 17, 2020, on April 7, 2020, on April 21, 2020, on May 19, 2020, on June 16, 2020, on July 7, 2020, on August 4, 2020, on August 18, 2020, on September 8, 2020, on October 6, 2020, on November 3, 2020, on November 17, 2020, on December 8, 2020, January 5, 2021, on February 2, 2021, on March 2, 2021, on March 16, 2021, on April 8, 2021, on May 4, 2021, on May 18, 2021, June 10, 2021, July 6, 2021, on August 3, 2021, on August 17, 2021, on September 7, 2021, October 5, 2021, on November 1, 2021, on November 16, 2021, on December 7, 2021, on January 4, 2022, on January 18, 2022, on February 8, 2022, on March 8, 2022, on April 4, 2022, on May 3, 2022, on May 17, 2022, on June 7, 2022, on July 5, 2022, on August 2, 2022, on September 6, 2022, on October 4, 2022, on October 18, 2022, on November 18, 2022, on December 6, 2022, and on January 3, 2023, acted to confirm and extend the aforementioned State of Emergency; and

WHEREAS, because of the “State of Emergency” due to the aforesaid spread of Covid-19 and potential impacts thereof, Mayor Billy Hewes invoked emergency management provisions, including, without limitation, those set out in a Proclamation by the Mayor of the City of Gulfport Declaring a Civil and/or Local Emergency to Exist as a Result of a Threatened or Existing Public Health Emergency (Covid-19), and the Governor of the State of Mississippi declared that the State of Mississippi is, likewise, under a “State of Emergency”; and

WHEREAS, further, due to said “State of Emergency”, and the need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County, the Mayor invoked the powers of “emergency management” and invoked special emergency authority, including, but not limited to Sections 45-17-1, et seq., Sections 33-15-1, et seq., Section 31-7-13(k) and Sections 21-35-19, et seq., *Mississippi Code of 1972, Annotated*, and any amendments thereto; and

WHEREAS, the Governing Authority having reviewed the existing needs, including those stated above, for continuing a state of emergency, finds that the need exists for continuing local emergency management and associated relief from Federal and State agencies to prepare for and respond to the impact and effects of the spread of Covid-19 and the potential impacts thereof, and shall continue until the Mayor and/or Governing Authority determines that conditions warrant the termination thereof.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things set forth and recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the City Council recognizes that there is a continuing need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County and a continuing need to prepare for and respond to the impact and effects of the spread of Covid-19 and the potential impacts thereof.

SECTION 3. That a state emergency continues within the City of Gulfport, and Mayor Billy Hewes is authorized to continue to invoke emergency management authority, including emergency expenditures, coordination of assistance and relief with state and federal authorities and private corporations and the use of municipal personnel and equipment as deemed necessary and proper as a result of said emergency until the earliest time as conditions warrant the termination of the state of emergency by the Mayor or the Governing Authority, subject to review by the Governing Authority within thirty (30) days hereof.

SECTION 4. The Governing Authority hereby finds that an emergency exists in regard to the purchase of commodities or repair contracts such that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Gulfport.

SECTION 5. This Order shall not limit the authority hereby confirmed of the Mayor and City Council to make such orders or take such actions as is vested in them as the chief executive/administrative officer, and as the governing authority, respectively, of the City of Gulfport by the Laws of the State of Mississippi and the Ordinances of the City of Gulfport.

SECTION 6. This Resolution shall be in full force and effect on and after passage, and shall remain in full force and effect until the Mayor or Governing Authority declares that a state of emergency no longer exists in the City of Gulfport, or until otherwise terminated according to law.

SECTION 7. The Clerk of the Council is instructed to publish this Resolution and make it available for public notice and after its adoption, this Resolution shall be spread upon the minutes of the Governing Authority.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by Councilman _____, seconded by Councilman _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2023.

MAYOR

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2023, the following Resolution:

**A RESOLUTION OF THE GULFPORT CITY COUNCIL RECONFIRMING
AND EXTENDING THE STATUS OF A STATE OF EMERGENCY DUE
TO THE IMPACTS OF HURRICANE ZETA ON THE CITY OF GULFPORT,
AND FOR RELATED PURPOSES**

WHEREAS, by virtue of a Proclamation executed on Monday, October 26, 2020, the Mayor proclaimed a “local emergency” pursuant to *Miss. Code Ann.* § 33-15-17(d) and a “civil emergency” pursuant to *Miss. Code Ann.* § 45-17-3, et seq., due to an imminent threat of a "natural disaster" resulting from Hurricane Zeta and related conditions (tropical rain, wind, storm surge, lightening, hail, flooding, etc.) projected to commence in the area on or about October 28-29, 2020; and

WHEREAS, further, due to said local/civil emergency, and the need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County, the Mayor invoked the powers of “emergency management” and invoked special emergency authority, including, but not limited to Sections 45-17-1, et seq., Sections 33-15-1, et seq., Section 31-7-13(k) and Sections 21-35-19, et seq., *Mississippi Code of 1972, Annotated*, and any amendments thereto; and invoked emergency measures according to authority of Sec. 1-70 and Sec. 7-19, *Code of Ordinances of the City of Gulfport, Mississippi*; and

WHEREAS, the Gulfport City Council, on November 3, 2020, on November 17, 2020, on December 8, 2020, on January 5, 2021, on February 2, 2021, on March 2, 2021, on March 16, 2021, on April 8, 2021, on May 4, 2021, on May 18, 2021, on June 10, 2021, on July 6, 2021, on August 3, 2021, on August 17, 2021, on September 17, 2021, on October 5, 2021, on November 1, 2021, on November 16, 2021, on December 7, 2021, on January 4, 2022, on January 18, 2022, on February 8, 2022, on March

8, 2022, on April 4, 2022, on May 3, 2022, on May 17, 2022, on June 7, 2022, on July 5, 2022, on August 2, 2022, on September 6, 2022, on October 4, 2022, on October 18, 2022, on November 8, 2022, on December 6, 2022, and on January 3, 2023, acted to confirm and extend the aforementioned State of Emergency; and

WHEREAS, the Governing Authority having reviewed the existing needs, including those stated above, for continuing a state of emergency, finds that the need for continuing local emergency management and associated relief from Federal and State governments to prepare for and respond to the impact and effects of Hurricane Zeta, and shall continue until the governing body terminates the local emergency once conditions warrant.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things set forth and recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the City Council recognizes that there is a continuing need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County and a continuing need to prepare for and respond to the impact and effects of Hurricane Zeta.

SECTION 3. That a state of civil emergency continues within the City of Gulfport, and Mayor Billy Hewes is authorized to continue to invoke emergency management authority, including coordination of assistance and relief with state and federal authorities and private corporations and the use of municipal personnel and equipment as deemed necessary and proper as a result of said emergency until the earliest time as conditions warrant the termination of the state of local emergency by the Governing Authority.

SECTION 4. The Governing Authority hereby finds that an emergency exists in regard to the purchase of commodities or repair contracts such that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Gulfport.

SECTION 5. This Order shall not limit the authority hereby confirmed of the Mayor and City Council to make such orders or take such actions as is vested in them as the chief executive/ administrative officer, and as the governing authority, respectively, of the City of Gulfport by the Laws of the State of Mississippi and the Ordinances of the City of Gulfport.

SECTION 6. This Resolution shall be in full force and effect on and after passage, and shall remain in full force and effect until the Governing Authority terminates the local emergency in the City of Gulfport, or until otherwise terminated according to law.

SECTION 7. The Clerk of the Council is instructed to publish this Resolution and make it available for public notice and after its adoption, this Resolution shall be spread upon the minutes of the Governing Authority.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by Councilman _____, seconded by Councilman _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2023.

MAYOR

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2023, the following Resolution:

**A RESOLUTION OF THE GULFPORT CITY COUNCIL RECONFIRMING
AND EXTENDING THE STATUS OF A STATE OF EMERGENCY DUE
TO THE IMPACTS OF HURRICANE IDA ON THE CITY OF GULFPORT,
AND FOR RELATED PURPOSES**

WHEREAS, by virtue of a Proclamation executed on Friday, August 27, 2021, the Mayor proclaimed a “local emergency” pursuant to *Miss. Code Ann.* § 33-15-17(d) and a “civil emergency” pursuant to *Miss. Code Ann.* § 45-17-3, *et seq.*, due to an imminent threat of a "natural disaster" resulting from Tropical Storm/Hurricane Ida and related conditions (tropical rain, wind, storm surge, lightening, hail, flooding, etc.) projected to commence in the area on or about August 29-30, 2021; and

WHEREAS, further, due to said local/civil emergency, and the need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County, the Mayor invoked the powers of “emergency management” and invoked special emergency authority, including, but not limited to Sections 45-17-1, *et seq.*, Sections 33-15-1, *et seq.*, Section 31-7-13(k) and Sections 21-35-19, *et seq.*, *Mississippi Code of 1972, Annotated*, and any amendments thereto; and invoked emergency measures according to authority of Sec. 1-70 and Sec. 7-19, *Code of Ordinances of the City of Gulfport, Mississippi*; and

WHEREAS, the Gulfport City Council, on September 7, 2021, on October 5, 2021, on November 1, 2021, on November 16, 2021, on December 7, 2021, on January 4, 2022, on January 18, 2022, on February 8, 2022, on March 8, 2022, on April 4, 2022, on May 3, 2022, on May 17, 2022, on June 7, 2022, on July 5, 2022, on August 2, 2022, on September 6, 2022, on October 4, 2022, on October

18, 2022, on November 8, 2022, on December 6, 2022, and on January 3, 2023, acted to confirm and extend the aforementioned State of Emergency; and

WHEREAS, the Governing Authority having reviewed the existing needs, including those stated above, for continuing a state of emergency, finds that the need for continuing local emergency management and associated relief from Federal and State governments to prepare for and respond to the impact and effects of Hurricane Ida, and shall continue until the governing body terminates the local emergency once conditions warrant.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things set forth and recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the City Council recognizes that there is a continuing need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County and a continuing need to prepare for and respond to the impact and effects of Hurricane Ida.

SECTION 3. That a state of civil emergency continues within the City of Gulfport, and Mayor Billy Hewes is authorized to continue to invoke emergency management authority, including coordination of assistance and relief with state and federal authorities and private corporations and the use of municipal personnel and equipment as deemed necessary and proper as a result of said emergency until the earliest time as conditions warrant the termination of the state of local emergency by the Governing Authority.

SECTION 4. The Governing Authority hereby finds that an emergency exists in regard to the purchase of commodities or repair contracts such that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Gulfport.

SECTION 5. This Order shall not limit the authority hereby confirmed of the Mayor and City Council to make such orders or take such actions as is vested in them as the chief executive/ administrative officer, and as the governing authority, respectively, of the City of Gulfport by the Laws of the State of Mississippi and the Ordinances of the City of Gulfport.

SECTION 6. This Resolution shall be in full force and effect on and after passage, and shall remain in full force and effect until the Governing Authority terminates the local emergency in the City of Gulfport, or until otherwise terminated according to law.

SECTION 7. The Clerk of the Council is instructed to publish this Resolution and make it available for public notice and after its adoption, this Resolution shall be spread upon the minutes of the Governing Authority.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by Councilman _____, seconded by Councilman _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2023.

MAYOR

City of Gulfport

Budget Amendment Request

Fund Name	<u>General Fund</u>	Council Meeting Date:	<u>01/17/22</u>
Department #	<u>213</u>	Budget Amendment Number:	<u>2023-50</u>
Department Name	<u>Police</u>		

	<u>Original Budget</u>	<u>Prior Amendments</u>	<u>This Amendment</u>	<u>Revised Budget</u>
Personnel Services	<u>16,114,630</u>	<u>-</u>	<u>-</u>	<u>16,114,630</u>
Supplies	<u>1,884,706</u>	<u>36,838</u>	<u>-</u>	<u>1,921,544</u>
Other Services	<u>2,428,830</u>	<u>4,442</u>	<u>28,800</u>	<u>2,462,072</u>
Capital	<u>162,000</u>	<u>151,868</u>	<u>-</u>	<u>313,868</u>
Total	<u>20,590,166</u>	<u>193,148</u>	<u>28,800</u>	<u>20,812,114</u>

**Total Budget Amendments
as a percentage of the
total originally adopted budget** **1.08%**

SUMMARY:

As requested by the Police department, this budget amendment funds future police academy classes. This budget amendment is fully paid for through reimbursements for police services.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

 X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

 Yes. The adopted revision will be published within two weeks of the adoption of this budget amendment.

Budget Amendment 2023-50

Gulfport Police Department

Memo

To: Mayor Billy Hewes

From: Chief Adam Cooper 

Date: January 04, 2023

Re: Budget Amendment

I request your permission to transfer the following funds from Police Services Reimbursement (010-502500) to Training Programs (213-622300) to be used to fund future Police Academy Classes.

Line Item	Decrease	Increase
Police Services Reimbursement 010-502500	\$28,800.00	
Training Programs 213-622300		\$28,800.00
Total	-\$28,800.00	\$28,800.00

I appreciate your help. If you have any questions, please call.

Budget Amendment Request

Council Meeting Date: 01/03/23
Budget Amendment Number: 2023-51

**Total Budget Amendments
as a percentage of the
total originally adopted budget** **495.82%**

As requested by the Police department, this budget amendment is funded by a check from PropertyRoom.com.

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

X	No. Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.
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Yes. The adopted revision will be published within two weeks of the adoption of this budget amendment.

Budget Amendment 2023-51

Gulfport Police Department

Memo

To: Mayor Billy Hewes

From: Chief Adam Cooper

Date: January 4, 2023

Re: Budget Amendment

The following check was issued to the City of Gulfport from PropertyRoom.com and I request your permission to place these funds in the account below.

Check number (61581) amount of \$24.22

Line Item	Increase	Increase
Police Revenue 010-502500	\$24.22	
Forfeiture and Seizure County and Local Shared Capital Outlay – 277-630100		\$24.22
Total	\$24.22	\$24.22

I appreciate your help. If you have any questions, please call.

City of Gulfport

Budget Amendment Request

Fund Name	<u>General Fund</u>	Council Meeting Date:	<u>01/17/22</u>
Department #	<u>213</u>	Budget Amendment Number:	<u>2023-52</u>
Department Name	<u>Police</u>		

	<u>Original Budget</u>	<u>Prior Amendments</u>	<u>This Amendment</u>	<u>Revised Budget</u>
Personnel Services	<u>16,114,630</u>	<u>-</u>	<u>-</u>	<u>16,114,630</u>
Supplies	<u>1,884,706</u>	<u>36,838</u>	<u>828</u>	<u>1,922,372</u>
Other Services	<u>2,428,830</u>	<u>33,242</u>	<u>-</u>	<u>2,462,072</u>
Capital	<u>162,000</u>	<u>151,868</u>	<u>-</u>	<u>313,868</u>
Total	<u>20,590,166</u>	<u>221,948</u>	<u>828</u>	<u>20,812,942</u>

**Total Budget Amendments
as a percentage of the
total originally adopted budget** **1.08%**

SUMMARY:

As requested by the Police department, this budget amendment is funded by a check from PropertyRoom.com.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

 X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

 Yes. The adopted revision will be published within two weeks of the adoption of this budget amendment.

Budget Amendment 2023-52

Gulfport Police Department

Memo

To: Mayor Billy Hewes and City Council Members

From: Chief Adam Cooper 

Date: January 4, 2023 

Re: Budget Amendment

The following check was issued to the City of Gulfport from PropertyRoom.com. I request your permission to place these funds in the account below.

Check Number (61582) amount of \$828.16

Account Number	Increase Amount	Increase Amount
Police Revenue 010-502500		\$828.16
Photo & Fingerprint 213-615200	\$828.16	
TOTAL	\$828.16	\$828.16

I appreciate your help. If you have questions, please call.

City of Gulfport

Budget Amendment Request

Fund Name	<u>Water Sewer Capital Projects</u>	Council Meeting Date:	<u>01/17/23</u>
Department #		Budget Amendment Number:	<u>2023-53</u>
Department Name	<u>Water Sewer Capital Projects</u>		

	<u>Original Budget</u>	<u>Prior Amendments</u>	<u>This Amendment</u>	<u>Revised Budget</u>
Grant Revenue	<u>-</u>	<u>-</u>	<u>2,599,005</u>	<u>2,599,005</u>
Personnel Services	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Supplies	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Other Services	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Capital	<u>-</u>	<u>1,564,118</u>	<u>2,599,005</u>	<u>4,163,123</u>
Total	<u>-</u>	<u>1,564,118</u>	<u>2,599,005</u>	<u>4,163,123</u>

**Total Budget Amendments
as a percentage of the
total originally adopted budget**

#DIV/0!

SUMMARY:

The Department of Public Works is requesting approval to fund project costs associated with the Coffee Creek Sewer Rehab project for FYE 2023.

Note that this project is funded 100% (by reimbursement) by MDEQ.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

 No. Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

 X **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment.

Budget Amendment 2023-53



Budget Amendment – City of Gulfport

PUBLIC WORKS AND ENGINEERING

To: Todd Harman, CPA, Director of Finance

CC: Mayor Billy Hewes
Leonard Papania, CAO
Jeremy Harrison, P.E., Assistant City Engineer
Tyler Gentry, Assistant Director of Public Works – Operations
Legal Department

From: Wayne E. Miller, P.E., Director of Public Works and Engineering

Date: 01/06/2023

Re: **Budget Amendment to Fund Coffee Creek Sewer Rehabilitation Project**
- MDEQ/Treasury Grant Agreement 23-00056

FROM	TO	AMOUNT
Water/Sewer Fund Cash Reserves	103-630100-23028 (Capital Outlay Expense Acct, Coffee Creek Sewer Rehab Project)	\$2,599,005.00
	TOTAL	\$2,599,005.00

The Department of Public Works is requesting approval to transfer \$2,599,005.00 from the Water/Sewer Fund Cash Reserves to fund the Coffee Creek Sewer Rehabilitation Project.

The purpose of this project, which is 100% reimbursable as part of MDEQ Agreement 23-00056, is the planning and implementation of upgrades to a sewer main within the Coffee Creek watershed. Anticipated project implementation components may include, but are not limited to:

- The replacement of an existing 8” sanitary sewer main with 2 new 8” mains, along with their associated service connections, from properties located to both the north and the south of a drainage way bounded by 31st and 32nd Avenues in Gulfport, MS.
- Lining the storm drainage-way with a 3-sided precast box to allow for future maintenance and the ability to create a stable area for the 2 new sanitary mains and the backyards of the adjacent neighboring homes.
- The restoration of a severely eroded open cut ditch with the installation of an 8’x6’ box culvert to develop a continuous drainage-way through existing populated areas

The estimated cost of this project is \$2,599,005.00, which can be funded from the Water/Sewer Fund Cash Reserves. Reimbursements will be requested as invoices are received and processed.

I hereby recommend this budget amendment.



Budget Amendment – City of Gulfport

PUBLIC WORKS AND ENGINEERING

To: Todd Harman, CPA, Director of Finance

CC: Mayor Billy Hewes
Leonard Papania, CAO
Jeremy Harrison, P.E., Assistant City Engineer
Tyler Gentry, Assistant Director of Public Works - Operations
Legal Department

From: Wayne E. Miller, P.E., Director of Public Works and Engineering

Date: 01/06/2023

Re: **Budget Amendment to Fund Material Testing Services Contract**
- Reconstruction of Landon Road from Coleman Road to US Highway 49
- STP-9138-00(002)LPA / 107221-701000, Harrison County
- Burns, Cooley, Dennis, Inc.

FROM	TO	AMOUNT
325-620900 (Engineering Contractual Fees)	325-620900-02804 (Engineering Contractual Fees – Landon Road Widening Project)	\$27,762.96
	TOTAL	\$27,762.96

The Department of Public Works is requesting approval to internally transfer \$27,762.96 from the Engineering Contractual Fees account into the Landon Road Widening Engineering Contractual Fees account.

This project is designed to widen Landon Road from Coleman Road to US Highway 49 to five (5) lanes including railroad and intersection improvements.

It has been determined by the Mississippi Department of Transportation that material testing of the site is required. The estimated cost for Burns Cooley Dennis, Inc. to perform these material testing services will not exceed \$27,762.96. This amount is available in our FYE 2023 existing budget, but needs to be transferred into the above listed project-specific account to ensure proper project tracking.

I hereby recommend this budget amendment.

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2023, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
APPROVING THE DOCKET OF CLAIMS**

WHEREAS, following the City Council's approval of the budget, funds for the City of Gulfport are vested with the Mayor and Administration; and

WHEREAS, claims presented to the City for payment must be approved by the City Council through a Docket of Claims process; and

WHEREAS, the Administration for the City of Gulfport has prepared, certified, and submitted to the City Council a "Docket of Claims" for approval, attached hereto as Exhibit "A"; and

WHEREAS, in submitting this Docket of Claims, the Director of Finance and Accounting has certified to the Council that to the best of his knowledge and belief, all items contained within the Docket of Claims have been properly procured and appear to be within previously budgeted amounts and are lawful and appropriate for payment; and

WHEREAS, in authorizing payment for the Docket, the City Council must rely on this certification and by reliance on this certification, hereby authorizes payment to be issued to satisfy all claims found within the Docket, unless specifically excluded by the Council; and

WHEREAS, it is understood and acknowledged that heretofore, the Dockets of Claims has been presented and certified to the Governing Authority by the Comptroller, or in his absence the Finance Manager or Purchasing Agent, or their designees, upon which the City Council has relied on these certifications and by such reliance, authorized payments to satisfy claims found therein.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY
COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:**

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the Docket of Claims is hereby approved in the form attached hereto as Exhibit "A", except for those claims specifically excluded by the Council.

Section 3. That this Resolution shall take full force and effect immediately upon its passage and enactment according to law and shall be spread upon the minutes of the Gulfport City Council.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by Councilmember _____, seconded by Councilmember _____, and was adopted by the following roll call vote:

YEAS:

NAYS:

ABSENT:

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT OF THE COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the _____ day of _____, 2023.

APPROVED:

MAYOR

CITY OF GULFPORT
BOOK BALANCES AS OF JANUARY 9, 2023

BANK ACCOUNT NAME	BALANCE
City Depository	\$ 15,127,195.39
Group Heath Insurance	1,129,329.44
Flexible Spending Accounts (FSAs)	126,942.07
Claims Contingency	1,820,728.76
Police Forfeiture & Seizure	869,325.74
Coastal Narcotics	95,474.24
Asset Forfeiture Clearing	141,382.81
Water & Sewer Clearing	26,859,395.72
Water & Sewer Trust	4,229,586.95
Harbor Clearing	240,548.89
Harbor Lights	2,051,421.09
American Rescue	19,852,441.63
2017 Bond Premium	5,174,862.90
DFA HB1353 Intraconnecting Gulfport Funding	3,520,902.72
MIMA Construction Bond Proceeds	7,141,349.65
TOTAL CITY BALANCES	\$ 88,380,888.00

GRC Bank Balances	\$ 742,989.66
TOTAL GRC Bank Balances	\$ 742,989.66



CITY OF GULFPORT

Summary Docket Sorted By Org

Docket Date: 1/18/2023

Org Code		Total Payment
010	General Fund	6,742.70
030	Funds	2,746.56
100	Funds	32,502.00
103	Funds	193,887.00
111	Executive - Mayor	375.04
115	Legislative - Council	109,303.24
125	Judicial - Courts	5,678.69
135	Legal - City Attorney	13,332.14
143	Funds	242.15
144	Funds	47.59
145	General Administration	55,681.86
146	Funds	8.03
147	Funds	1,227.20
148	Funds	1,980.00
150	Funds	1,639.46
155	Civil Service	1,090.42
213	Police Operating	135,933.44
215	Funds	2,566.32
290	Fire	19,695.44
311	Streets and Drainage Maintenance	359,629.83
313	Public Works Admin	1,946.90
315	Traffic Control	1,128.99
325	Engineering	111,928.41
335	Garage Maintenance	28.03
411	Leisure Services	96,880.38
415	Building Maintenance	2,158.55
445	Joseph T Jones Memorial Park	27,880.73
447	Funds	45,790.63
611	Urban and Economic Development	9,831.91
701	Municipal Debt Service Fund	1,306.84
811	Water Billing	40,338.03
815	Water Operations and Maintenance	316,127.40
825	Sewer Operations and Maintenance	278,237.30
835	Debt Service (Water and Sewer)	3,093.16
850	Water and Sewer Projects	50,427.55
911	Employees' Group Health and Life Fund	20,831.50
915	General Liability\ Worker's Comp Fund	7,531.00
Grand Total		1,959,776.42



CITY OF GULFPORT

Summary Docket Sorted By Vendor

Docket Date: 1/18/2023

Vendor	# of Claims	Total Payment	FEMA Eligible
A GRANT CURTIS BONDING	1	1,000.00	
A T & T	24	2,537.37	
ACE DATA STORAGE COMPANY INC	6	477.00	
ADVANCED AUTO PARTS	6	800.35	
ALL PHASE ELECTRIC SUPPLY CO INC	1	145.00	
ALL SAFE TECHNOLOGIES LLC	25	3,339.73	
ALL SIGNS INC	2	562.01	
ALLAN J. HARRIS COMPANY INC	1	193,887.00	
ALTON L MCCAFFREY	4	1,370.88	
AMERICAN MUNICIPAL SERVICES	2	5,499.49	
ANDREA MORGAN	1	140.00	
AT&T MOBILITY II LLC	5	10,666.16	
AUTO ZONE INC	6	282.50	
AUTOMATION PERSONNEL SERVICES, INC.	1	702.90	
AVS CONSULTING, LLC	1	162.50	
B&R INDUSTRIAL SUPPLY, INC	2	1,385.35	
BAYOU CONCRETE, LLC	10	6,282.50	
BENJAMIN B. HOWARD	2	182.00	
BILLY KELLEY	1	338.00	
BLOSSMAN GAS INC	3	662.50	
BXS INSURANCE, INC	3	7,531.00	
CABLE ONE	8	2,008.57	
CADENCE BANK (FKA BANCORPSOUTH BANK)	1	5,753.81	
CELLCO PARTNERSHIP	1	937.33	
CELLULAR SOUTH, INC	11	2,599.20	
CENTERPOINT ENERGY RESOURCES CORP	11	1,726.90	
CENTRAL PIPE SUPPLY INC	3	2,406.67	
CHARLES BODIE	1	450.00	
CINTAS CORP 240	19	3,772.49	
CIVICPLUS INC	1	494.00	
CKG ADVOCATES LLC	1	3,520.80	
CLAYS PRINT SHOP INC	3	1,293.00	
COAST COCA COLA BOTTLING CO A	3	1,008.00	
COAST ELECTRIC POWER ASSOC	45	15,594.41	
COASTAL DUST CONTROL	6	464.10	
CONNIE LADNER CIRCUIT COURT CLERK	4	24.00	
CONNIE LADNER COUNTY COURT CLERK	1	1.50	
CORNETT BOLT & SCREW, INC	2	50.71	
CURTIS THORNTON	1	69.00	
DANA SAFETY SUPPLY	8	6,960.00	
DEERE CREDIT INC	3	18,308.14	
DEMITRIUS DOUGLAS	1	100.00	
DISTRIBUTORS HOLDING CORP	2	230.09	
DMS MAIL MANAGEMENT, INC.	10	2,314.10	
DOWDY & DOWDY PARTNERSHIP	1	333.00	
DPS CRIME LAB	1	1,560.00	
DUKES DUKES KEATING & FANECATTY	1	5,000.00	
EAGLE SERVICES, INC.	1	85.00	
ELECTRONIC CASE MANAGEMENT FUND	3	114.60	

Vendor	# of Claims	Total Payment	FEMA Eligible
ELITE SCREEN PRINTING LLC	1	318.00	
FASTENAL	2	748.25	
FERGUSON US HOLDINGS, INC.	10	6,101.45	
FLEETCOR TECHNOLOGIES	25	25,183.12	
GEIGER BROTHERS	2	1,919.21	
GEORGE R MOONEY	1	69.00	
GERARD THOMAS JOHNSON II	1	2,250.30	
GIBSON MAINTENANCE, LLC	10	3,437.56	\$2,746.56
GUARDIAN ALLIANCE TECHNOLOGIES, INC	1	300.00	
GULF BREEZE LANDSCAPING LLC	2	17,380.00	
GULF COAST BUSINESS SUPPLY CO	6	164.43	
GYM WORX LLC	1	229.58	
H2O INNOVATION OPERATION AND MAINTENANCE	4	870,492.76	
HANCOCK BANK/WHITNEY BANK	12	49,873.67	
HARRISON CO. LIBRARY SYSTEM	1	107,000.00	
HARRISON COUNTY EMERGENCY	3	118.91	
HAVARD PEST CONTROL	7	490.66	
HEALTHCARE INTERACTIVE, INC	1	1,431.50	
HILL, DARRIN	1	169.00	
HINKLE METALS & SUPPLY CO INC	1	31.61	
HOME DEPOT CREDIT SERVICE	4	243.20	
HOWARD SMITH EQUIPMENT	1	149.33	
HUMANE SOCIETY OF S MS INC	1	16,900.00	
HUNTOONS INC	1	577.60	
IHEARTMEDIA + ENTERTAINMENT INC	4	4,930.00	
IMAGEN BRANDS	1	2,262.99	
INFLECTION.COM INC	1	105.00	
INTERSTATE BATTERY OF SOUTH MISSISSIPPI	1	539.97	
ISABELLA ASHLEY	3	151.00	
ISI WATER COMPANY	2	40,395.88	
ITSAVVY LLC	10	37,494.95	
J H WRIGHT & ASSOC	1	2,340.00	
JAMES THOMAS ANGLIN	1	280.00	
JOANNE MCDONALD	3	1,245.60	
JOHN FAYARD MOVING & WHSE, LLC	3	1,665.48	
JONES WALKER LLP	1	2,000.00	
JOSEPH MCCORKLE	1	169.00	
JOSH SKAGGS	3	151.00	
JULIUS BUCKHALTER	1	75.00	
KECO INC	1	1,237.25	
KINGS SPRINKLER SYSTEMS INC	5	12,570.25	
KURWIN SMITH	3	151.00	
LADRINA T ANDERSON	1	28.00	
LAND SHAPER INC	1	8,250.00	
LANGUAGE LINE SERVICES	1	301.91	
LEE C. RUSSELL	1	4,167.00	
LESLIE SLADE	1	350.00	
LEXISNEXIS	1	274.00	
LEXISNEXIS MATTHEW BENDER	1	75.83	
LILLIE MONROE	1	2,200.00	
LOWES OF GULFPORT MS 466	29	3,829.21	
M J DONOVAN ENTERPRISES	2	1,798.74	
M2 MEDIA CORP	2	3,500.00	
MANDAL CHYRSLER DODGE JEEP RAM	2	1,178.75	
MAYER ELECTRIC SUPPLY	1	223.80	
MEDICAL ANALYSIS LLC	1	19,400.00	
MICRO METHODS INC	2	120.00	
MID SOUTH UNIFORM & SUPPLY INC	1	343.71	
MIDSOUTH SOLUTIONS	2	620.00	

MISSISSIPPI DEPT OF REVENUE	2	52.00
MITCHEAL CLARK	1	100.00
MS ECONOMIC COUNCIL	2	363.00
MS POWER COMPANY	21	193,294.44
MS RECREATION & PARK ASSOC	1	545.00
MUNICIPAL EMERGENCY SERVICES	10	1,909.60
NECAISE LOCKSMITH SERVICE INC	8	999.00
NEXTRAQ LLC	2	1,754.50
O REILLY AUTO PARTS	10	1,635.10
ONE TIME VENDOR COMMUNITY CENTERS	6	590.00
ONE TIME VENDOR URBAN DEVELOPMENT	1	50.00
PARTS AND SUPPLY INC	2	522.29
RAINEY ELECTRONICS	1	66.91
RASHIDA BELL	1	72.38
RICHARD KOSLOSKI	1	5.15
ROBERT C TAYLOR	1	92.00
ROBERT L FLOWERS	1	216.75
ROCKING C TRUCK AND TRAILER	6	448.73
RONALD ROLAND	1	201.25
RONALD SUTTON	1	75.00
RONNIES AUTOMOTIVE	1	100.00
SAMANTHA SHERRILL	2	95.00
SCRIBBLE SOFTWARE, INC.	1	240.00
SERGIO CASTILLO III	1	230.00
SIJ HOLDINGS, LLC	2	232.22
SOUTH MS BUSINESS MACHINES INC	1	137.64
SOUTHERN MS PLANNING AND DEV DIST	3	203.70
SOUTHERN PIPE & SUPPLY CO	1	34,500.00
SPORTSENGINE	1	490.00
STONE COUNTY BOARD OF SUPERVISORS	1	750.00
SUN COAST BUSINESS SUPPLY INC	34	7,172.79
SUNBELT FIRE INC	3	2,964.00
SWETMAN SECURITY SERVICE	1	9,328.80
TAPPER SECURITY INC	3	266.88
TASER INTERNATIONAL INC	1	45,672.00
TELESOUTH COMMUNICATIONS, INC	6	1,920.00
THOMSON REUTERS WEST PUBLISHING CORP	2	660.11
TLH ENTERPRISES	1	202.00
TONYA LAVILLE	6	1,359.00
TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC	2	1,052.00
TURAN-FOLEY CHEVROLET BUICK GEO	1	26.24
TYLER TECHNOLOGIES, INC.	1	469.17
TYREE A DAVIS	1	3,000.00
ULINE, INC.	3	2,572.87
UNDERWATER BOAT SERVICING LLC	1	2,050.00
UNITED PARCEL SERVICE	1	29.19
UNITED RENTALS NORTH AMERICA INC	1	300.00
VARSITY BRANDS HOLDING CO, INC	1	1,982.75
W. W. GRAINGER, INC	3	374.41
WARING OIL COMPANY LLC	1	599.00
WARREN PAVING INC	4	1,529.28
WASTE PRO OF MISSISSIPPI	26	13,651.73
WEAVER ELECTRIC INC	3	1,402.11
WHITNEY NATIONAL BANK	56	46,082.31

Total # of Claims	709	Grand Total	1,959,776.42
		FEMA Eligible	\$2,746.56



Detail Docket Sorted By Org, Object, and Project

Docket Date: 1/18/2023

CITY OF GULFPORT

010	General Fund		6,742.70
210601	BONDS PAYABLE		1,028.00
LADRINA T ANDERSON			
Invoice #:	344605	P.O. #: MANUAL	542137 28.00
A GRANT CURTIS BONDING			
Invoice #:	344606	P.O. #: MANUAL	542138 1,000.00
480700	WARRANTS FEES COLLECTED		5,114.70
AMERICAN MUNICIPAL SERVICES			
Invoice #:	344497	P.O. #: MANUAL	542026 5,114.70
500400	ZONING FEES		50.00
ONE TIME VENDOR URBAN DEVELOPMENT			
Invoice #:	344305	P.O. #: MANUAL	541830 50.00
505800	RENTS		550.00
41130	GASTON POINT		100.00
ONE TIME VENDOR COMMUNITY CENTERS			
Invoice #:	344419	P.O. #: MANUAL	541948 100.00
41139	LYMAN COMMUNITY CENTER		100.00
ONE TIME VENDOR COMMUNITY CENTERS			
Invoice #:	344407	P.O. #: MANUAL	541936 100.00
41140	ORANGE GROVE COMMUNITY CENTER		275.00
ONE TIME VENDOR COMMUNITY CENTERS			
Invoice #:	344408	P.O. #: MANUAL	541937 100.00

ONE TIME VENDOR COMMUNITY CENTERS

Invoice #: 344415

P.O. #: MANUAL

541944

175.00

41143**WESTSIDE COMMUNITY CENTER****75.00**

ONE TIME VENDOR COMMUNITY CENTERS

Invoice #: 344372

P.O. #: MANUAL

541898

75.00

030**Funds****2,746.56****640100****CAP PRJ - CONSTRUCTION****2,746.56****Z8429****2,746.56**

GIBSON MAINTENANCE, LLC

Invoice #: 344555

P.O. #: 228917

542084

364.80

AS PER BIDS RECEIVED 6/17/22 // RICH AVENUE WELL REPLACE THREE TAB ASPHALT SHINGLES

GIBSON MAINTENANCE, LLC

Invoice #: 344555

P.O. #: 228917

542084

163.84

RICH AVENUE WELL # 15 BLACK ROOF FELT

GIBSON MAINTENANCE, LLC

Invoice #: 344555

P.O. #: 228917

542084

75.00

RICH AVENE WELL METAL FASCIA COLOR TO MATCH EXISITING 10' LONG BY 6" WIDE

GIBSON MAINTENANCE, LLC

Invoice #: 344555

P.O. #: 228917

542084

20.00

RICH AVENUE WELL PLASTIC SOFIT COLOR RO MATCH EXISITING 1' LONG X 8" WIDE

GIBSON MAINTENANCE, LLC

Invoice #: 344555

P.O. #: 228917

542084

525.00

44TH AVENUE WELL REPLACE METAL ROOF ACCESS PANEL 65" LONG X 65" WIDE

GIBSON MAINTENANCE, LLC

Invoice #: 344555

P.O. #: 228917

542084

295.00

44TH AVENUE WELL REPLACE FIBERGLASS SKYLIGHT 12' LONG X 3' WIDE

GIBSON MAINTENANCE, LLC

Invoice #: 344555

P.O. #: 228917

542084

630.99

TRAILWOOD DRIVE WELL REPLACE METAL EXTERIOR ENTRY DOOR PAINTED TO MATCH EXISITING 80" LONG X 36" WIDE X 1.75 THICK

GIBSON MAINTENANCE, LLC

Invoice #: 344555

P.O. #: 228917

542084

511.94

TRAILWOOD DRIVE WELL REPLACE DOOR FRAME PAINTED TO MATCH EXISITING

GIBSON MAINTENANCE, LLC

Invoice #: 344555

P.O. #: 228917

542084

159.99

TRAILWOOD DRIVE WELL REPLACE STAINLESS STEEL METAL DOOR HANDLE

100	Funds	32,502.00
630400	COMPUTER EQUIPMENT	32,502.00
23005		32,502.00
ITSAVVY LLC		
Invoice #: 344580	P.O. #: 230772	542110 32,502.00
AS PER COUNCIL APPROVAL 12/20/2022 CISCO DUO SECURITY STANDARD ACCESS LICENSE PART DUO-ACCESS		

103	Funds	193,887.00
630100	CAPITAL OUTLAY	193,887.00
82591		193,887.00
ALLAN J. HARRIS COMPANY INC		
Invoice #: 344500	P.O. #: 229056	542030 193,887.00
AS PER COUNCIL APPROVAL 7/19/22 OF REVERSE AUCTION ON 6/30/22 HIDROSTAL PUMPS FOR DEBUYS RD LIFT STATION REPLACEMENT PROJECT		

111	Executive - Mayor	375.04
621900	MEMBERSHIP DUES AND SUBSCRIPT	363.00
MS ECONOMIC COUNCIL		
Invoice #: 344318	P.O. #: 230806	541843 330.00
MEC DUES		
MS ECONOMIC COUNCIL		
Invoice #: 344318	P.O. #: 230806	541843 33.00
VOLUNTARY 10% DUES UPGRADE		
626001	TELEPHONE	12.04
A T & T		
Invoice #: 344602	P.O. #: MANUAL	542134 12.04

115	Legislative - Council	109,303.24
610700	OPERATING SUPPLIES	36.40
WHITNEY NATIONAL BANK		
Invoice #: 344594	P.O. #: 230848	542125 36.40
CARD 13		

622100	PROFESSIONAL FEES	764.00
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WHITNEY NATIONAL BANK		
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Invoice #: 344594	P.O. #: 230848	542125	270.00
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CARD 13		
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CIVICPLUS INC		
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Invoice #: 344599	P.O. #: MANUAL	542131	494.00
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626001	TELEPHONE	427.04
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WHITNEY NATIONAL BANK		
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Invoice #: 344594	P.O. #: 230848	542125	419.01
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CARD 13		
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A T & T		
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Invoice #: 344602	P.O. #: MANUAL	542134	8.03
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626900	TRAVEL	1,075.80
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WHITNEY NATIONAL BANK		
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Invoice #: 344594	P.O. #: 230848	542125	502.65
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CARD 13		
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WHITNEY NATIONAL BANK		
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Invoice #: 344594	P.O. #: 230848	542125	150.00
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CARD ELLA J HOLMES HINES		
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RICHARD KOSLOSKI		
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Invoice #: 344595	P.O. #: MANUAL	542127	5.15
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RONALD ROLAND		
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Invoice #: 344597	P.O. #: MANUAL	542129	201.25
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ROBERT L FLOWERS		
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Invoice #: 344598	P.O. #: MANUAL	542130	216.75
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627700	CONTRIBUTIONS	107,000.00
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HARRISON CO. LIBRARY SYSTEM		
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Invoice #: 344726	P.O. #: 1	542387	107,000.00
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FY2023 CONTRIBUTION FOR HARRISON COUNTY LIBRARY APPROVED IN BUDGET ON 9-12-2022		
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125	Judical - Courts	5,678.69
610100	CLEANING AND JANITORIAL	24.80
SUN COAST BUSINESS SUPPLY INC		
Invoice #: 344442	P.O. #: 230799	541971 24.80
LARGE BLACK TRASH/YARD BAGS, 33 GAL, 80/CARTON - ORDERED TO HOLD US OVER UNTIL LARGE ORDER ARRIVES FROM NEWELL PAPER COMPANY		
620900	CONTRACTUAL FEES	1,142.20
HARRISON COUNTY EMERGENCY		
Invoice #: 344308	P.O. #: MANUAL	541833 31.02
DMS MAIL MANAGEMENT, INC.		
Invoice #: 344495	P.O. #: MANUAL	542024 80.67
DMS MAIL MANAGEMENT, INC.		
Invoice #: 344496	P.O. #: MANUAL	542025 850.51
ACE DATA STORAGE COMPANY INC		
Invoice #: 344585	P.O. #: 230851	542115 180.00
CITY COURT		
621500	LEGAL FEES-COURT DEFENDERS	4,167.00
LEE C. RUSSELL		
Invoice #: 344436	P.O. #: 230441	541965 4,167.00
AS PER CITY COUNCIL APPROVAL ON 9/20/22 SERVICES OF LEE RUSSELL, ESQ. TO PERFORM PUBLIC DEFENDER DUTIES FROM 10/1/2022 THROUGH 9/30/2023		
621700	MAINTENANCE CONTRACTS	149.15
COASTAL DUST CONTROL		
Invoice #: 344498	P.O. #: MANUAL	542027 149.15
626001	TELEPHONE	195.54
CELLULAR SOUTH, INC		
Invoice #: 344588	P.O. #: MANUAL	542118 95.18
A T & T		
Invoice #: 344602	P.O. #: MANUAL	542134 100.36

620900 CONTRACTUAL FEES 12,372.38**CHARLES BODIE**

Invoice #: 344268	P.O. #: 230349	541792	450.00
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AS PER CITY COUNCIL APPROVAL ON 9/20/22 PROFESSIONAL SERVICES TO REVIEW AND REDACT VIDEO EVIDENCE AND OTHER LEGAL AND PROSECUTORIAL SERVICES. NTE \$25,000/YEAR

DUKES DUKES KEATING & FANCA ATTY

Invoice #: 344461	P.O. #: MANUAL	541990	5,000.00
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JOHN FAYARD MOVING & WHSE, LLC

Invoice #: 344722	P.O. #: MANUAL	542382	1,076.28
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95628 2,325.30**GERARD THOMAS JOHNSON II**

Invoice #: 344448	P.O. #: 230523	541977	2,250.30
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AS PER CITY COUNCIL APPROVAL ON 10/4/2022 PROFESSIONAL SERVICES AGREEMENT TO SERVE AS DV INVESTIGATOR FOR THE VAWA GRANT TERM OF SERVICE 10/1/2022 - 9/30/2023

TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS IN

Invoice #: 344456	P.O. #: MANUAL	541985	75.00
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95629 3,520.80**CKG ADVOCATES LLC**

Invoice #: 344449	P.O. #: 230593	541978	3,520.80
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AS PER CITY COUNCIL APPROVAL ON 9/29/22 PROFESSIONAL SERVICES AGREEMENT TO SERVE AS VICTIMS ADVOCATE FOR VOCA GRANT. TERMS OF SERVICE 10/1/22 - 9/30/23. AGREEMENT AMENDED & APPROVED BY COUNCIL ON 11/8/22. CONTR

621900 MEMBERSHIP DUES AND SUBSCRIPT 850.54**LEXISNEXIS MATTHEW BENDER**

Invoice #: 344430	P.O. #: MANUAL	541959	75.83
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THOMSON REUTERS WEST PUBLISHING CORP

Invoice #: 344459	P.O. #: MANUAL	541988	62.66
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THOMSON REUTERS WEST PUBLISHING CORP

Invoice #: 344460	P.O. #: MANUAL	541989	597.45
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ELECTRONIC CASE MANAGEMENT FUND

Invoice #: 344462	P.O. #: MANUAL	541991	78.20
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ELECTRONIC CASE MANAGEMENT FUND

Invoice #: 344463

P.O. #: MANUAL

541992

11.00

ELECTRONIC CASE MANAGEMENT FUND

Invoice #: 344464

P.O. #: MANUAL

541993

25.40

626001 TELEPHONE**83.72**

CELLULAR SOUTH, INC

Invoice #: 344588

P.O. #: MANUAL

542118

47.59

A T & T

Invoice #: 344602

P.O. #: MANUAL

542134

36.13

627900 MISC SERVICES AND CHARGES**25.50**

CONNIE LADNER CIRCUIT COURT CLERK

Invoice #: 344433

P.O. #: MANUAL

541962

6.00

CONNIE LADNER CIRCUIT COURT CLERK

Invoice #: 344437

P.O. #: MANUAL

541966

6.00

CONNIE LADNER CIRCUIT COURT CLERK

Invoice #: 344438

P.O. #: MANUAL

541967

6.00

CONNIE LADNER CIRCUIT COURT CLERK

Invoice #: 344441

P.O. #: MANUAL

541970

6.00

CONNIE LADNER COUNTY COURT CLERK

Invoice #: 344455

P.O. #: MANUAL

541984

1.50

143 Funds**242.15****614000 GASOLINE, OIL, GREASE****29.77**

FLEETCOR TECHNOLOGIES

Invoice #: 344741

P.O. #: MANUAL

542405

29.77

620900	CONTRACTUAL FEES	140.00
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JOHN FAYARD MOVING & WHSE, LLC

Invoice #:	344721	P.O. #:	MANUAL	542381	100.00
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HAVARD PEST CONTROL

Invoice #:	344723	P.O. #:	MANUAL	542383	40.00
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626900	TRAVEL	72.38
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RASHIDA BELL

Invoice #:	344724	P.O. #:	MANUAL	542384	72.38
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144	Funds	47.59
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626001	TELEPHONE	47.59
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CELLULAR SOUTH, INC

Invoice #:	344588	P.O. #:	MANUAL	542118	47.59
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145	General Administration	55,681.86
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610100	CLEANING AND JANITORIAL	32.57
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COASTAL DUST CONTROL

Invoice #:	344389	P.O. #:	MANUAL	541915	32.57
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610400	OFFICE SUPPLIES	26.99
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WHITNEY NATIONAL BANK

Invoice #:	344594	P.O. #:	230848	542125	26.99
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CARD 16

610700	OPERATING SUPPLIES	580.92
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TYLER TECHNOLOGIES, INC.

Invoice #:	344306	P.O. #:	MANUAL	541831	469.17
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WHITNEY NATIONAL BANK

Invoice #:	344594	P.O. #:	230848	542125	111.75
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CARD 16

620900	CONTRACTUAL FEES	764.06
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ALL SAFE TECHNOLOGIES LLC			
Invoice #: 344234	P.O. #: MANUAL	541757	104.90

ALL SAFE TECHNOLOGIES LLC			
Invoice #: 344236	P.O. #: MANUAL	541759	103.90

ALL SAFE TECHNOLOGIES LLC			
Invoice #: 344242	P.O. #: MANUAL	541765	34.95

ALL SAFE TECHNOLOGIES LLC			
Invoice #: 344244	P.O. #: MANUAL	541767	34.95

ALL SAFE TECHNOLOGIES LLC			
Invoice #: 344249	P.O. #: MANUAL	541772	170.85

HARRISON COUNTY EMERGENCY			
Invoice #: 344308	P.O. #: MANUAL	541833	15.51

HAVARD PEST CONTROL			
Invoice #: 344312	P.O. #: MANUAL	541837	184.00

ACE DATA STORAGE COMPANY INC			
Invoice #: 344586	P.O. #: 230851	542116	36.00
CITY HALL			

ACE DATA STORAGE COMPANY INC			
Invoice #: 344587	P.O. #: 230851	542117	79.00
HARDY BUILDING			

621900	MEMBERSHIP DUES AND SUBSCRIPT	115.49
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WHITNEY NATIONAL BANK			
Invoice #: 344594	P.O. #: 230848	542125	115.49
CARD 15			

622300	TRAINING PROGRAMS	70.00
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WHITNEY NATIONAL BANK			
Invoice #: 344594	P.O. #: 230848	542125	70.00
CARD 15			

624200	BANK FEES	45,479.12
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WHITNEY NATIONAL BANK

Invoice #:	344594	P.O. #:	230848	542125	5.45
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CARD 15

HANCOCK BANK/WHITNEY BANK

Invoice #:	344761	P.O. #:	MANUAL	542425	45,473.67
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625700	POSTAGE	24.69
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DMS MAIL MANAGEMENT, INC.

Invoice #:	344307	P.O. #:	MANUAL	541832	24.69
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626001	TELEPHONE	1,357.76
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CELLULAR SOUTH, INC

Invoice #:	344588	P.O. #:	MANUAL	542118	292.16
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A T & T

Invoice #:	344601	P.O. #:	MANUAL	542133	861.48
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A T & T

Invoice #:	344602	P.O. #:	MANUAL	542134	104.38
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AT&T MOBILITY II LLC

Invoice #:	344603	P.O. #:	MANUAL	542135	99.74
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626002	ELECTRIC	3,801.90
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MS POWER COMPANY

Invoice #:	344711	P.O. #:	MANUAL	542371	3,801.90
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626004	GAS	244.55
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CENTERPOINT ENERGY RESOURCES CORP

Invoice #:	344643	P.O. #:	MANUAL	542175	244.55
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626900	TRAVEL	1,124.56
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WHITNEY NATIONAL BANK

Invoice #: 344594 P.O. #: 230848 542125 746.00

CARD 17

WHITNEY NATIONAL BANK

Invoice #: 344594 P.O. #: 230848 542125 378.56

CARD 18

627900 MISC SERVICES AND CHARGES 2,000.00

JONES WALKER LLP

Invoice #: 344392 P.O. #: MANUAL 541920 2,000.00

630100 CAPITAL OUTLAY 59.25

22030 59.25

LOWES OF GULFPORT MS 466

Invoice #: 344266 P.O. #: 230105 541790 34.32

MISCELLANEOUS PARTS

LOWES OF GULFPORT MS 466

Invoice #: 344296 P.O. #: 230105 541820 24.93

MISCELLANEOUS PARTS

146 Funds 8.03

626001 TELEPHONE 8.03

A T & T

Invoice #: 344602 P.O. #: MANUAL 542134 8.03

147 Funds 1,227.20

621900 MEMBERSHIP DUES AND SUBSCRIPT 99.99

WHITNEY NATIONAL BANK

Invoice #: 344594 P.O. #: 230848 542125 99.99

CARD 16

623700 BUSINESS RETENTION\PROMOTION 128.35

WHITNEY NATIONAL BANK

Invoice #: 344594 P.O. #: 230848 542125 128.35

CARD 16

626001 TELEPHONE**998.86**

AT&T MOBILITY II LLC

Invoice #: 344603

P.O. #: MANUAL

542135

998.86

148 Funds**1,980.00****627800 EVENT EXPENSES****1,980.00**

WASTE PRO OF MISSISSIPPI

Invoice #: 344316

P.O. #: 230075

541841

255.00

HANDICAP PORTABLE

WASTE PRO OF MISSISSIPPI

Invoice #: 344316

P.O. #: 230075

541841

750.00

STANDARD PORTABLES

WASTE PRO OF MISSISSIPPI

Invoice #: 344316

P.O. #: 230075

541841

75.00

DELIVERY ALL

CLAYS PRINT SHOP INC

Invoice #: 344319

P.O. #: 230718

541844

900.00

9.5" X 14" WHITE PLASTIC DIE-CUT BAGS IMPRINTED BLUE INK

150 Funds**1,639.46****610400 OFFICE SUPPLIES****202.04**

ITSAVVY LLC

Invoice #: 344589

P.O. #: 230653

542119

36.40

V7 MINI DISPLAY PORT TO HDMI ADAPTER MFG PART# CBLMH1BLKSL-1N

WHITNEY NATIONAL BANK

Invoice #: 344594

P.O. #: 230848

542125

47.93

CARD 15

GULF COAST BUSINESS SUPPLY CO

Invoice #: 344651

P.O. #: 230834

542183

19.89

PAGE FLAG VAULE PACK

GULF COAST BUSINESS SUPPLY CO

Invoice #: 344651

P.O. #: 230834

542183

8.79

WIREBOUND NOTEBOOK COLLEGE RULE

GULF COAST BUSINESS SUPPLY CO			
Invoice #:	344651	P.O. #:	230834
		542183	19.81
SMALL BINDER CLIPS			
GULF COAST BUSINESS SUPPLY CO			
Invoice #:	344651	P.O. #:	230834
		542183	51.84
2 PLY TOLIET PAPER CARTON			
GULF COAST BUSINESS SUPPLY CO			
Invoice #:	344651	P.O. #:	230834
		542183	17.38
BOX SEALING TAPE			
614000	GASOLINE, OIL, GREASE		52.68
FLEETCOR TECHNOLOGIES			
Invoice #:	344741	P.O. #:	MANUAL
		542405	52.68
621700	MAINTENANCE CONTRACTS		35.00
HAVARD PEST CONTROL			
Invoice #:	344596	P.O. #:	MANUAL
		542128	35.00
626001	TELEPHONE		169.67
CELLULAR SOUTH, INC			
Invoice #:	344588	P.O. #:	MANUAL
		542118	107.76
A T & T			
Invoice #:	344602	P.O. #:	MANUAL
		542134	12.04
AT&T MOBILITY II LLC			
Invoice #:	344603	P.O. #:	MANUAL
		542135	49.87
626004	GAS		26.23
CENTERPOINT ENERGY RESOURCES CORP			
Invoice #:	344725	P.O. #:	MANUAL
		542385	26.23
630400	COMPUTER EQUIPMENT		1,153.84

ITSAVVY LLC

Invoice #: 344590

P.O. #: 229096

542120

1,153.84

AXIS COMMUNICATIONS M3085-V

155 Civil Service

1,090.42

620900 CONTRACTUAL FEES

831.90

AUTOMATION PERSONNEL SERVICES, INC.

Invoice #: 344309

P.O. #: MANUAL

541834

702.90

INFLECTION.COM INC

Invoice #: 344311

P.O. #: MANUAL

541835

105.00

ACE DATA STORAGE COMPANY INC

Invoice #: 344583

P.O. #: 230851

542113

24.00

MAIN LEVEL

625700 POSTAGE

3.47

DMS MAIL MANAGEMENT, INC.

Invoice #: 344307

P.O. #: MANUAL

541832

3.47

626003 WATER

19.98

ALL SAFE TECHNOLOGIES LLC

Invoice #: 344237

P.O. #: MANUAL

541760

19.98

626004 GAS

26.24

CENTERPOINT ENERGY RESOURCES CORP

Invoice #: 344725

P.O. #: MANUAL

542385

26.24

626900 TRAVEL

208.83

SAMANTHA SHERRILL

Invoice #: 344427

P.O. #: MANUAL

541956

46.00

SAMANTHA SHERRILL

Invoice #: 344428

P.O. #: MANUAL

541957

49.00

WHITNEY NATIONAL BANK

Invoice #: 344594

P.O. #: 230848

542125

113.83

CARD 17

213 Police Operating 135,933.44

610100 CLEANING AND JANITORIAL 45.54

COASTAL DUST CONTROL

Invoice #: 344349

P.O. #: MANUAL

541875

22.77

COASTAL DUST CONTROL

Invoice #: 344503

P.O. #: MANUAL

542032

22.77

610400 OFFICE SUPPLIES 5,646.68

SUN COAST BUSINESS SUPPLY INC

Invoice #: 344400

P.O. #: 230601

541929

455.88

ITEM# HEWCF210A / HP 131A BLACK (QUOTE 11/17/22)

SUN COAST BUSINESS SUPPLY INC

Invoice #: 344400

P.O. #: 230601

541929

608.40

ITEM# HEWCF211A / HP 131A CYAN

SUN COAST BUSINESS SUPPLY INC

Invoice #: 344400

P.O. #: 230601

541929

608.40

ITEM# HEWCF212A / HP 131A YELLOW

SUN COAST BUSINESS SUPPLY INC

Invoice #: 344400

P.O. #: 230601

541929

608.40

ITEM# HEWCF213A / HP 131A MAGENTA

SUN COAST BUSINESS SUPPLY INC

Invoice #: 344400

P.O. #: 230601

541929

37.90

ITEM# RED8L808R / REDIFORM MONEY RECEIPTS BOOK - THREE PART CARBONLESS
(QUOTE 11/16/22)

SUN COAST BUSINESS SUPPLY INC

Invoice #: 344400

P.O. #: 230601

541929

740.75

ITEM# REDS1657NCL / REDIFORM NUMBERED MONEY RECEIPT BOOKS

SUN COAST BUSINESS SUPPLY INC

Invoice #: 344400

P.O. #: 230601

541929

7.24

ITEM# UNV10067 / MESSAGE STAMP, RECEIVED, PRE-INKED, ONE-COLOR, RED

SUN COAST BUSINESS SUPPLY INC

Invoice #: 344400

P.O. #: 230601

541929

6.84

ITEM# UNV10044 / MESSAGE STAMP, COMPLETED, PRE-INKED, ONE-COLOR, BLUE

ULINE, INC.				
Invoice #:	344406	P.O. #:	230738	
			541935	
			2,204.13	
ITEM# H-4116BL / LEATHER EXECUTIVE CHAIR - BLACK (QUOTE 79702966)				
ULINE, INC.				
Invoice #:	344406	P.O. #:	230738	
			541935	
			108.23	
H-5342 / CARPET CHAIR MAT (AIRPORT DIV)				
ULINE, INC.				
Invoice #:	344406	P.O. #:	230738	
			541935	
			260.13	
H-4523 / 48X72 CARPET CHAIR MAT (AIRPORT DIV)				
0700	OPERATING SUPPLIES			1,267.95
CINTAS CORP 240				
Invoice #:	344409	P.O. #:	MANUAL	
			541938	
			68.29	
CINTAS CORP 240				
Invoice #:	344414	P.O. #:	MANUAL	
			541943	
			675.19	
WHITNEY NATIONAL BANK				
Invoice #:	344594	P.O. #:	230848	
			542125	
			323.10	
CARD 15				
WHITNEY NATIONAL BANK				
Invoice #:	344594	P.O. #:	230848	
			542125	
			201.37	
CARD 16				
1000	BLDG MATERIALS AND SUPPLIES			764.26
LOWES OF GULFPORT MS 466				
Invoice #:	344384	P.O. #:	230099	
			541910	
			168.10	
BLANKET PO FOR MISCELLANEOUS SUPPLIES FOR PD AND SHOP				
LOWES OF GULFPORT MS 466				
Invoice #:	344410	P.O. #:	230099	
			541939	
			80.27	
BLANKET PO FOR MISCELLANEOUS SUPPLIES FOR PD AND SHOP				
NECAISE LOCKSMITH SERVICE INC				
Invoice #:	344412	P.O. #:	230097	
			541941	
			30.00	
BLANKET PURCHASE ORDER FOR MISCELLANEOUS KEYS AND LOCKS				
LOWES OF GULFPORT MS 466				
Invoice #:	344566	P.O. #:	230099	
			542096	
			67.93	
BLANKET PO FOR MISCELLANEOUS SUPPLIES FOR PD AND SHOP				

LOWES OF GULFPORT MS 466

Invoice #: 344567 P.O. #: 230099 542097 102.54

BLANKET PO FOR MISCELLANEOUS SUPPLIES FOR PD AND SHOP

LOWES OF GULFPORT MS 466

Invoice #: 344568 P.O. #: 230099 542098 10.20

BLANKET PO FOR MISCELLANEOUS SUPPLIES FOR PD AND SHOP

NECAISE LOCKSMITH SERVICE INC

Invoice #: 344574 P.O. #: 230097 542104 75.00

BLANKET PURCHASE ORDER FOR MISCELLANEOUS KEYS AND LOCKS

NECAISE LOCKSMITH SERVICE INC

Invoice #: 344575 P.O. #: 230097 542105 25.00

BLANKET PURCHASE ORDER FOR MISCELLANEOUS KEYS AND LOCKS

WHITNEY NATIONAL BANK

Invoice #: 344594 P.O. #: 230848 542125 205.22

CARD 16

611300 MOTOR VEHICLE REPAIRS 15,122.26

ADVANCED AUTO PARTS

Invoice #: 344359 P.O. #: 230119 541885 30.95

BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

AUTO ZONE INC

Invoice #: 344360 P.O. #: 230124 541886 60.00

BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

AUTO ZONE INC

Invoice #: 344361 P.O. #: 230124 541887 114.54

BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

AUTO ZONE INC

Invoice #: 344362 P.O. #: 541888 -119.94

DANA SAFETY SUPPLY

Invoice #: 344363 P.O. #: 230165 541889 65.00

ITEM# 7160-0085 / GJ LONG MCS TOP PLATE

DANA SAFETY SUPPLY

Invoice #: 344363 P.O. #: 230165 541889 86.00

ITEM# 7110-1013 / GJ ARM REST FOR TAHOE CONSOLE

DANA SAFETY SUPPLY

Invoice #: 344363 P.O. #: 230165 541889 45.00

ITEM# ETS481CSR / SOI 400 SERIES CONSOLE SIREN ROTARY 100W

DANA SAFETY SUPPLY

Invoice #: 344364 **P.O. #:** 230165 541890 950.00

ITEM# ENFWB00NSN / SOI FORD EXPEDITION SLIT FRONT (QUOTE 454686-C)

DANA SAFETY SUPPLY

Invoice #: 344364 **P.O. #:** 230165 541890 24.00

ITEM# PMP2BRK2LPV / SOI LICENSE PLATE BRACKET, VERTICAL MNT FOR 4" MPOWER

DANA SAFETY SUPPLY

Invoice #: 344364 **P.O. #:** 230165 541890 880.00

ITEM# ETS481CSR / SOI 400 SERIES CONSOLE SIREN ROTARY 100W

DANA SAFETY SUPPLY

Invoice #: 344365 **P.O. #:** 230673 541891 2,090.00

ITEM# 75866 / SLI STINGER DS LED WITH 12VDC/120VAC (QUOTE 452525-A)

DANA SAFETY SUPPLY

Invoice #: 344365 **P.O. #:** 230673 541891 2,820.00

ITEM# 77553 / SLI ULTRA STINGER LED 120V AC/DC

INTERSTATE BATTERY OF SOUTH MISSISSIPPI

Invoice #: 344381 **P.O. #:** 230111 541907 539.97

BLANKET PURCHASE ORDER FOR MISCELLANEOUS VEHICLE BATTERIES

LESLIE SLADE

Invoice #: 344383 **P.O. #:** 230108 541909 350.00

BLANKET PURCHASE ORDER TO TINT WINDOWS ON POLICE VEHICLES

LOWES OF GULFPORT MS 466

Invoice #: 344384 **P.O. #:** 230099 541910 168.11

BLANKET PO FOR MISCELLANEOUS SUPPLIES FOR PD AND SHOP

DISTRIBUTORS HOLDING CORP

Invoice #: 344385 **P.O. #:** 230107 541911 43.35

BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

O REILLY AUTO PARTS

Invoice #: 344391 **P.O. #:** 230634 541919 8.62

BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

O REILLY AUTO PARTS

Invoice #: 344393 **P.O. #:** 230634 541921 6.16

BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

O REILLY AUTO PARTS

Invoice #: 344395 **P.O. #:** 230634 541923 736.55

BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

PARTS AND SUPPLY INC

Invoice #: 344399 **P.O. #:** 230118 541927 208.43

BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

TLH ENTERPRISES

Invoice #: 344402 P.O. #: 230115 541931 202.00

BLANKET PURCHASE ORDER FOR MISCELLENIOUS AUTO PARTS

TURAN-FOLEY CHEVROLET BUICK GEO

Invoice #: 344404 P.O. #: 230778 541933 26.24

BLANKET PURCHASE ORDER FOR MISCELLANEOUS VEHICLE PARTS

LOWES OF GULFPORT MS 466

Invoice #: 344410 P.O. #: 230099 541939 80.27

BLANKET PO FOR MISCELLANEOUS SUPPLIES FOR PD AND SHOP

NECAISE LOCKSMITH SERVICE INC

Invoice #: 344412 P.O. #: 230097 541941 30.00

BLANKET PURCHASE ORDER FOR MISCELLANEOUS KEYS AND LOCKS

ADVANCED AUTO PARTS

Invoice #: 344548 P.O. #: 230119 542077 299.52

BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

ADVANCED AUTO PARTS

Invoice #: 344549 P.O. #: 230119 542078 45.25

BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

ADVANCED AUTO PARTS

Invoice #: 344551 P.O. #: 230119 542080 147.39

BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

ADVANCED AUTO PARTS

Invoice #: 344553 P.O. #: 230119 542082 135.00

BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

ADVANCED AUTO PARTS

Invoice #: 344554 P.O. #: 230119 542083 142.24

BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

AUTO ZONE INC

Invoice #: 344561 P.O. #: 230124 542091 110.00

BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

AUTO ZONE INC

Invoice #: 344562 P.O. #: 230124 542092 110.00

BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

AUTO ZONE INC

Invoice #: 344563 P.O. #: 230124 542093 7.90

BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

HOME DEPOT CREDIT SERVICE

Invoice #: 344564 P.O. #: 230102 542094 52.97

BLANKET PO FOR VHEICLE MAINTENANCE AT 8TH AVE

HOWARD SMITH EQUIPMENT

Invoice #: 344565	P.O. #: 230129	542095	149.33
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS REPAIRS AT 8TH AVE

LOWES OF GULFPORT MS 466

Invoice #: 344566	P.O. #: 230099	542096	67.92
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BLANKET PO FOR MISCELLANEOUS SUPPLIES FOR PD AND SHOP

LOWES OF GULFPORT MS 466

Invoice #: 344567	P.O. #: 230099	542097	102.54
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BLANKET PO FOR MISCELLANEOUS SUPPLIES FOR PD AND SHOP

LOWES OF GULFPORT MS 466

Invoice #: 344568	P.O. #: 230099	542098	10.20
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BLANKET PO FOR MISCELLANEOUS SUPPLIES FOR PD AND SHOP

MANDAL CHYRSLER DODGE JEEP RAM

Invoice #: 344569	P.O. #: 230112	542099	118.75
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

MANDAL CHYRSLER DODGE JEEP RAM

Invoice #: 344570	P.O. #: 230112	542100	1,060.00
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

DISTRIBUTORS HOLDING CORP

Invoice #: 344571	P.O. #: 230107	542101	186.74
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

M J DONOVAN ENTERPRISES

Invoice #: 344572	P.O. #: 230737	542102	609.37
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BLANKET PUCHASE ORDER FOR VEHICLE DECALS ON POLICE VEHICLES

M J DONOVAN ENTERPRISES

Invoice #: 344573	P.O. #: 230344	542103	1,189.37
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BLANKET PUCHASE ORDER FOR VEHICLE DECALS ON POLICE VEHICLES

NECAISE LOCKSMITH SERVICE INC

Invoice #: 344574	P.O. #: 230097	542104	75.00
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS KEYS AND LOCKS

NECAISE LOCKSMITH SERVICE INC

Invoice #: 344575	P.O. #: 230097	542105	25.00
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS KEYS AND LOCKS

O REILLY AUTO PARTS

Invoice #: 344576	P.O. #: 230634	542106	29.99
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

O REILLY AUTO PARTS

Invoice #: 344577	P.O. #: 230634	542107	89.67
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

PARTS AND SUPPLY INC

Invoice #: 344578	P.O. #: 230118	542108	313.86
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

WARING OIL COMPANY LLC

Invoice #: 344579	P.O. #: 230735	542109	599.00
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CHEVRON HAVOLINE UNIVERSAL A/F B, DRUM (QUOTE 12/13/22)

612500	UNIFORMS	2,251.41
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ELITE SCREEN PRINTING LLC

Invoice #: 344366	P.O. #: 230752	541892	318.00
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BLANKET PO FOR UNIFORM SHIRTS FOR ACADEMY RECRUITS

MID SOUTH UNIFORM & SUPPLY INC

Invoice #: 344386	P.O. #: 230183	541912	343.71
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS POLICE GEAR AND UNIFORMS

MIDSOUTH SOLUTIONS

Invoice #: 344411	P.O. #: 230194	541940	392.00
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS POLICE GEAR AND UNIFORMS

WHITNEY NATIONAL BANK

Invoice #: 344594	P.O. #: 230848	542125	508.00
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CARD 15

WHITNEY NATIONAL BANK

Invoice #: 344594	P.O. #: 230848	542125	689.70
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CARD 16

614000	GASOLINE, OIL, GREASE	17,595.19
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FLEETCOR TECHNOLOGIES

Invoice #: 344739	P.O. #: MANUAL	542402	8,554.49
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FLEETCOR TECHNOLOGIES

Invoice #: 344740	P.O. #: MANUAL	542404	9,040.70
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614900	ANIMAL CONTROL	16,900.00
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HUMANE SOCIETY OF S MS INC

Invoice #: 344504	P.O. #: MANUAL	542033	16,900.00
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615200	PHOTOGRAPHY AND FINGERPRINT	728.04
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CINTAS CORP 240			
Invoice #:	344346	P.O. #:	MANUAL 541872 728.04
620701	FORENSIC		1,560.00
DPS CRIME LAB			
Invoice #:	344354	P.O. #:	MANUAL 541880 1,560.00
620900	CONTRACTUAL FEES		46,018.88
HAVARD PEST CONTROL			
Invoice #:	344348	P.O. #:	MANUAL 541874 80.00
TASER INTERNATIONAL INC			
Invoice #:	344358	P.O. #:	230783 541884 45,672.00
AS PER CITY COUNCIL APPROVAL ON 12/06/22 / YEAR 1 OF 5 /TASER 60 YEAR			
TAPPER SECURITY INC			
Invoice #:	344373	P.O. #:	MANUAL 541899 53.97
TAPPER SECURITY INC			
Invoice #:	344374	P.O. #:	MANUAL 541900 53.97
TAPPER SECURITY INC			
Invoice #:	344375	P.O. #:	MANUAL 541901 158.94
621700	MAINTENANCE CONTRACTS		977.00
TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS IN			
Invoice #:	344347	P.O. #:	MANUAL 541873 977.00
621900	MEMBERSHIP DUES AND SUBSCRIPT		274.00
LEXISNEXIS			
Invoice #:	344509	P.O. #:	MANUAL 542038 274.00
622300	TRAINING PROGRAMS		11,108.13

WHITNEY NATIONAL BANK			
Invoice #:	344594	P.O. #:	230848
		542125	500.00
CARD 1			
WHITNEY NATIONAL BANK			
Invoice #:	344594	P.O. #:	230848
		542125	3,243.13
CARD 2			
WHITNEY NATIONAL BANK			
Invoice #:	344594	P.O. #:	230848
		542125	3,095.00
CARD 3			
WHITNEY NATIONAL BANK			
Invoice #:	344594	P.O. #:	230848
		542125	180.00
CARD 4			
WHITNEY NATIONAL BANK			
Invoice #:	344594	P.O. #:	230848
		542125	4,090.00
CARD 5			
623500	PRISONER MEALS AND HOUSING		750.00
STONE COUNTY BOARD OF SUPERVISORS			
Invoice #:	344552	P.O. #:	MANUAL
		542081	750.00
624500	TAXES AND LICENSES		52.00
MISSISSIPPI DEPT OF REVENUE			
Invoice #:	344559	P.O. #:	MANUAL
		542088	36.00
MISSISSIPPI DEPT OF REVENUE			
Invoice #:	344560	P.O. #:	MANUAL
		542089	16.00
625700	POSTAGE		232.93
UNITED PARCEL SERVICE			
Invoice #:	344351	P.O. #:	MANUAL
		541877	29.19
DMS MAIL MANAGEMENT, INC.			
Invoice #:	344355	P.O. #:	MANUAL
		541881	203.74
626001	TELEPHONE		9,725.27

A T & T				
Invoice #:	344454	P.O. #:	MANUAL	541983
				35.91
LANGUAGE LINE SERVICES				
Invoice #:	344507	P.O. #:	MANUAL	542036
				301.91
A T & T				
Invoice #:	344602	P.O. #:	MANUAL	542134
				337.25
AT&T MOBILITY II LLC				
Invoice #:	344604	P.O. #:	MANUAL	542136
				9,009.74
A T & T				
Invoice #:	344727	P.O. #:	MANUAL	542388
				40.46
626004 GAS				555.06
CENTERPOINT ENERGY RESOURCES CORP				
Invoice #:	344352	P.O. #:	MANUAL	541878
				30.61
CENTERPOINT ENERGY RESOURCES CORP				
Invoice #:	344353	P.O. #:	MANUAL	541879
				524.45
626900 TRAVEL				3,896.34
TONYA LAVILLE				
Invoice #:	344513	P.O. #:	230766	542042
				30.00
BREAKFAST - FOOD ALLOWANCE FOR T LAVILLE WHILE ATTENDING 2023 WINTERFEST CONFERENCE (CHAPERONES) IN GATLINBURG, TN 01/26/23 - 01/29/23				
TONYA LAVILLE				
Invoice #:	344513	P.O. #:	230766	542042
				52.00
LUNCH - FOOD ALLOWANCE FOR T LAVILLE WHILE ATTENDING 2023 WINTERFEST CONFERENCE (CHAPERONES) IN GATLINBURG, TN 01/26/23 - 01/29/23				
TONYA LAVILLE				
Invoice #:	344513	P.O. #:	230766	542042
				69.00
DINNER - FOOD ALLOWANCE FOR T LAVILLE WHILE ATTENDING 2023 WINTERFEST CONFERENCE (CHAPERONES) IN GATLINBURG, TN 01/26/23 - 01/29/23				
TONYA LAVILLE				
Invoice #:	344513	P.O. #:	230766	542042
				240.00
BREAKFAST - MEAL TONYA LAVILLE C/O (8)GPD EXPLORERS - FOOD ALLOWANCE FOR T LAVILLE WHILE ATTENDING 2023 WINTERFEST CONFERENCE (EXPLORERS) IN GATLINBURG, TN 01/26/23 - 01/29/23				

TONYA LAVILLE

Invoice #: 344513	P.O. #: 230766	542042	416.00
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LUNCH - MEAL TONYA LAVILLE C/O (8)GPD EXPLORERS - FOOD ALLOWANCE FOR T LAVILLE
WHILE ATTENDING 2023 WINTERFEST CONFERENCE (EXPLORERS) IN GATLINBURG, TN
01/26/23 - 01/29/23

TONYA LAVILLE

Invoice #: 344513	P.O. #: 230766	542042	552.00
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DINNER - MEAL TONYA LAVILLE C/O (8)GPD EXPLORERS - FOOD ALLOWANCE FOR T
LAVILLE WHILE ATTENDING 2023 WINTERFEST CONFERENCE (EXPLORERS) IN GATLINBURG,
TN 01/26/23 - 01/29/23

JOSH SKAGGS

Invoice #: 344521	P.O. #: 230767	542050	30.00
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BREAKFAST - FOOD ALLOWANCE FOR J SKAGGS WHILE ATTENDING 2023 WINTERFEST
CONFERENCE (CHAPERONES) IN GATLINBURG, TN 01/26/23 - 01/29/23

JOSH SKAGGS

Invoice #: 344521	P.O. #: 230767	542050	52.00
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LUNCH - FOOD ALLOWANCE FOR J SKAGGS WHILE ATTENDING 2023 WINTERFEST
CONFERENCE (CHAPERONES) IN GATLINBURG, TN 01/26/23 - 01/29/23

JOSH SKAGGS

Invoice #: 344521	P.O. #: 230767	542050	69.00
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DINNER - FOOD ALLOWANCE FOR J SKAGGS WHILE ATTENDING 2023 WINTERFEST
CONFERENCE (CHAPERONES) IN GATLINBURG, TN 01/26/23 - 01/29/23

WHITNEY NATIONAL BANK

Invoice #: 344594	P.O. #: 230848	542125	49.07
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CARD 2

WHITNEY NATIONAL BANK

Invoice #: 344594	P.O. #: 230848	542125	1,207.60
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CARD 3

WHITNEY NATIONAL BANK

Invoice #: 344594	P.O. #: 230848	542125	827.67
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CARD 4

KURWIN SMITH

Invoice #: 344735	P.O. #: 230768	542398	30.00
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BREAKFAST - FOOD ALLOWANCE FOR C PETTWAY WHILE ATTENDING 2023 WINTERFEST
CONFERENCE (CHAPERONES) IN GATLINBURG, TN 01/26/23 - 01/29/23

KURWIN SMITH

Invoice #: 344735	P.O. #: 230768	542398	52.00
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LUNCH - FOOD ALLOWANCE FOR C PETTWAY WHILE ATTENDING 2023 WINTERFEST
CONFERENCE (CHAPERONES) IN GATLINBURG, TN 01/26/23 - 01/29/23

KURWIN SMITH

Invoice #: 344735	P.O. #: 230768	542398	69.00
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DINNER - FOOD ALLOWANCE FOR C PETTWAY WHILE ATTENDING 2023 WINTERFEST
CONFERENCE (CHAPERONES) IN GATLINBURG, TN 01/26/23 - 01/29/23

ISABELLA ASHLEY

Invoice #: 344737	P.O. #: 230769	542400	30.00
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BREAKFAST - FOOD ALLOWANCE FOR A AUCCOIN WHILE ATTENDING 2023 WINTERFEST
CONFERENCE (CHAPERONES) IN GATLINBURG, TN 01/26/23 - 01/29/23

ISABELLA ASHLEY

Invoice #: 344737	P.O. #: 230769	542400	52.00
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LUNCH - FOOD ALLOWANCE FOR A AUCCOIN WHILE ATTENDING 2023 WINTERFEST
CONFERENCE (CHAPERONES) IN GATLINBURG, TN 01/26/23 - 01/29/23

ISABELLA ASHLEY

Invoice #: 344737

P.O. #: 230769

542400

69.00

DINNER - FOOD ALLOWANCE FOR A AUCOIN WHILE ATTENDING 2023 WINTERFEST
CONFERENCE (CHAPERONES) IN GATLINBURG, TN 01/26/23 - 01/29/23

627900 MISC SERVICES AND CHARGES

462.50

GUARDIAN ALLIANCE TECHNOLOGIES, INC

Invoice #: 344380

P.O. #: 230201

541906

300.00

BACKGROUND CHECKS OF NEW EMPLOYEES (SERVICE)

AVS CONSULTING, LLC

Invoice #: 344397

P.O. #: 230200

541925

162.50

PSYCHOLOGICAL TESTING OF NEW EMPLOYEE

215 Funds

2,566.32

614000 GASOLINE, OIL, GREASE

197.22

FLEETCOR TECHNOLOGIES

Invoice #: 344739

P.O. #: MANUAL

542402

38.24

FLEETCOR TECHNOLOGIES

Invoice #: 344740

P.O. #: MANUAL

542404

158.98

625500 LOT ASSESSMENTS

2,369.10

LILLIE MONROE

Invoice #: 344382

P.O. #: 230705

541908

2,200.00

1008D-01-010.000, RON GAUDET, LOT CLEAN UP, AWARDED 12-7-2022, CC, CASE: 10309

SIJ HOLDINGS, LLC

Invoice #: 344413

P.O. #: 230324

541942

169.10

JOURNALISTIC SERVICES TO INCLUDE PAGE CHARGES FOR PUBLICATION - CODE
ENFORCEMENT

290 Fire

19,695.44

610700 OPERATING SUPPLIES

2,374.58

JOANNE MCDONALD

Invoice #: 344264

P.O. #: 230750

541788

276.00

CITY OF GULFPORT FLAG

JOANNE MCDONALD

Invoice #: 344264

P.O. #: 230750

541788

590.00

5 X 8 U.S. FLAGS

JOANNE MCDONALD

Invoice #: 344264	P.O. #: 230750	541788	379.60
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4 X 6 STATE FLAGS

LOWES OF GULFPORT MS 466

Invoice #: 344265	P.O. #: 230788	541789	501.60
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1053425 MAYTAG 3.8 CU FT HIGH EFFICIENCY AGITATOR TOP LOAD WASHER FOR STATION 6

SUNBELT FIRE INC

Invoice #: 344443	P.O. #: 230177	541972	75.00
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MSA1018392 PROTECTIVE BOOT AND CAP FOR CYLINDERS MSA MS STATE CONTRACT #
8200064758

WHITNEY NATIONAL BANK

Invoice #: 344594	P.O. #: 230848	542125	133.34
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CARD 15

WHITNEY NATIONAL BANK

Invoice #: 344594	P.O. #: 230848	542125	419.04
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CARD 16

611000	BLDG MATERIALS AND SUPPLIES	183.20
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WHITNEY NATIONAL BANK

Invoice #: 344594	P.O. #: 230848	542125	183.20
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CARD 15

611300	MOTOR VEHICLE REPAIRS	1,369.41
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SUNBELT FIRE INC

Invoice #: 344260	P.O. #: 230366	541784	105.00
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BLANKET PURCHASE ORDER FOR VEHICLE MAINTENANCE & PARTS

O REILLY AUTO PARTS

Invoice #: 344261	P.O. #: 230018	541785	33.47
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BLANKET PURCHASE ORDER FOR VEICLE MAINTENCE

O REILLY AUTO PARTS

Invoice #: 344262	P.O. #: 230018	541786	42.99
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BLANKET PURCHASE ORDER FOR VEICLE MAINTENCE

O REILLY AUTO PARTS

Invoice #: 344263	P.O. #: 230018	541787	85.72
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BLANKET PURCHASE ORDER FOR VEICLE MAINTENCE

O REILLY AUTO PARTS

Invoice #: 344280	P.O. #: 230018	541804	545.80
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BLANKET PURCHASE ORDER FOR VEICLE MAINTENCE

ROCKING C TRUCK AND TRAILER			
Invoice #:	344282	P.O. #:	230725
		541806	231.33
FULL SERVICE FOR TRUCK 3 RO 15019 INCLUDING OIL			
ROCKING C TRUCK AND TRAILER			
Invoice #:	344282	P.O. #:	230725
		541806	40.26
553000 OIL FILTER			
ROCKING C TRUCK AND TRAILER			
Invoice #:	344282	P.O. #:	230725
		541806	35.91
553009 FUEL FILTER			
ROCKING C TRUCK AND TRAILER			
Invoice #:	344282	P.O. #:	230725
		541806	9.24
SHOP SUPPLIES			
ROCKING C TRUCK AND TRAILER			
Invoice #:	344282	P.O. #:	230725
		541806	132.00
LABOR			
ROCKING C TRUCK AND TRAILER			
Invoice #:	344283	P.O. #:	230725
		541807	-0.01
FULL SERVICE FOR TRUCK 3 RO 15019 INCLUDING OIL			
O REILLY AUTO PARTS			
Invoice #:	344444	P.O. #:	230018
		541973	56.13
BLANKET PURCHASE ORDER FOR VEICLE MAINTENCE			
WHITNEY NATIONAL BANK			
Invoice #:	344594	P.O. #:	230848
		542125	51.57
CARD 16			
612500	UNIFORMS		5,763.34
MIDSOUTH SOLUTIONS			
Invoice #:	344284	P.O. #:	230244
		541808	228.00
8666 BLAUER FLEX PANTS			
MUNICIPAL EMERGENCY SERVICES			
Invoice #:	344287	P.O. #:	230363
		541811	152.00
112509 SS POLO SHIRTS IN VARIOUS COLORS			
MUNICIPAL EMERGENCY SERVICES			
Invoice #:	344287	P.O. #:	230363
		541811	32.00
EMBROIDER FIRE DEPARTMENT LOGO			
MUNICIPAL EMERGENCY SERVICES			
Invoice #:	344287	P.O. #:	230363
		541811	28.00
EMBROIDER NAME / RANK			

MUNICIPAL EMERGENCY SERVICES			
Invoice #:	344287	P.O. #:	230363
		541811	8.60
EMBROIDER NAME			
MUNICIPAL EMERGENCY SERVICES			
Invoice #:	344288	P.O. #:	230363
		541812	503.00
112509 SS POLO SHIRTS IN VARIOUS COLORS			
MUNICIPAL EMERGENCY SERVICES			
Invoice #:	344288	P.O. #:	230363
		541812	144.00
122508 SS POLO SHIRTS IN VARIOUS COLORS			
MUNICIPAL EMERGENCY SERVICES			
Invoice #:	344288	P.O. #:	230363
		541812	525.00
41192 SS POLO SHIRTS IN VARIOUS COLORS			
MUNICIPAL EMERGENCY SERVICES			
Invoice #:	344288	P.O. #:	230363
		541812	280.00
EMBROIDER FIRE DEPARTMENT LOGO			
MUNICIPAL EMERGENCY SERVICES			
Invoice #:	344288	P.O. #:	230363
		541812	189.00
EMBROIDER NAME / RANK			
MUNICIPAL EMERGENCY SERVICES			
Invoice #:	344288	P.O. #:	230363
		541812	48.00
EMBROIDER NAME			
SUNBELT FIRE INC			
Invoice #:	344443	P.O. #:	230177
		541972	2,784.00
MSA CAIRNS 1044 W/4" TUFFSHIELD			
WHITNEY NATIONAL BANK			
Invoice #:	344594	P.O. #:	230848
		542125	841.74
CARD 15			
614000	GASOLINE, OIL, GREASE		4,492.32
FLEETCOR TECHNOLOGIES			
Invoice #:	344751	P.O. #:	MANUAL
		542415	2,222.32
FLEETCOR TECHNOLOGIES			
Invoice #:	344752	P.O. #:	MANUAL
		542416	2,270.00
622300	TRAINING PROGRAMS		341.43

BENJAMIN B. HOWARD			
Invoice #:	344471	P.O. #:	MANUAL
		542000	30.00
BENJAMIN B. HOWARD			
Invoice #:	344472	P.O. #:	MANUAL
		542001	152.00
WHITNEY NATIONAL BANK			
Invoice #:	344594	P.O. #:	230848
		542125	159.43
CARD 6			
625700	POSTAGE		0.15
DMS MAIL MANAGEMENT, INC.			
Invoice #:	344307	P.O. #:	MANUAL
		541832	0.15
626001	TELEPHONE		40.15
A T & T			
Invoice #:	344602	P.O. #:	MANUAL
		542134	40.15
626002	ELECTRIC		909.07
COAST ELECTRIC POWER ASSOC			
Invoice #:	344666	P.O. #:	MANUAL
		542326	488.24
MS POWER COMPANY			
Invoice #:	344706	P.O. #:	MANUAL
		542366	420.83
626004	GAS		734.27
CENTERPOINT ENERGY RESOURCES CORP			
Invoice #:	344641	P.O. #:	MANUAL
		542173	221.12
CENTERPOINT ENERGY RESOURCES CORP			
Invoice #:	344644	P.O. #:	MANUAL
		542176	513.15
626900	TRAVEL		998.00

JOSEPH MCCORKLE

Invoice #: 344344

P.O. #: MANUAL

169.00

BILLY KELLEY

Invoice #: 344342

P.O. #: MANUAL

541868

338.00

SERGIO CASTILLO III

Invoice #: 344343

P.O. #: MANUAL

541869

230.00

HILL, DARRIN

Invoice #: 344345

P.O. #: MANUAL

541871

169.00

ROBERT C TAYLOR

Invoice #: 344473

P.O. #: MANUAL

542002

92.00

627702 DEPT CONTRIBUTIONS

2,489.52

GEIGER BROTHERS

Invoice #: 344285

P.O. #: 230038

541809

1,191.98

ITEM 67800 - BOTTLES WITH FIRE CHIEF HELMET

GEIGER BROTHERS

Invoice #: 344286

P.O. #: 230038

541810

727.23

ITEM TB24 SLIM FIT WATER BOTTLE - RED WITH WHITE IMPRINT

WHITNEY NATIONAL BANK

Invoice #: 344594

P.O. #: 230848

542125

570.31

CARD 15

311 Streets and Drainage Maintenance

359,629.83

610700 OPERATING SUPPLIES

484.28

CLAYS PRINT SHOP INC

Invoice #: 344515

P.O. #: 230756

542044

289.00

#10 WINDOW ENVELOPES - PRINTED FULL COLOR (BOX OF 2500)

B&R INDUSTRIAL SUPPLY, INC

Invoice #: 344520

P.O. #: 230716

542049

134.80

RESTOCK INVENTORY -- ITEM #DAY-73140: 3" PLAIN CHAIR FOR REBAR - DAYTON 100/BOX

LOWES OF GULFPORT MS 466

Invoice #: 344533

P.O. #: 230456

542062

20.95

BLANKET PO FOR VARIOUS SUPPLIES TO BE PICKED UP ON AN AS-NEEDED BASIS DURING
FY 2023 (EST PERIOD: NOV 2022 - SEPT 2023)

LOWES OF GULFPORT MS 466

Invoice #: 344534 P.O. #: 230456 542063 39.53

BLANKET PO FOR VARIOUS SUPPLIES TO BE PICKED UP ON AN AS-NEEDED BASIS DURING
FY 2023 (EST PERIOD: NOV 2022 - SEPT 2023)

613800 ASPHALT 2,779.83

WARREN PAVING INC

Invoice #: 344465 P.O. #: MANUAL 541994 452.80

WARREN PAVING INC

Invoice #: 344466 P.O. #: MANUAL 541995 301.42

WARREN PAVING INC

Invoice #: 344467 P.O. #: MANUAL 541996 454.81

WARREN PAVING INC

Invoice #: 344468 P.O. #: MANUAL 541997 320.25

B&R INDUSTRIAL SUPPLY, INC

Invoice #: 344522 P.O. #: 230787 542051 1,250.55

ITEM #QUA-MRN12: QPR ASPHALT PATCH, 50LB BAGS

621800 PRIVATIZATION CONTRACT 356,246.04

H2O INNOVATION OPERATION AND MAINTENANCE

Invoice #: 344543 P.O. #: 230511 542072 356,246.04

COUNCIL APPROVAL 2/8/22 AND 10/18/22, STREETS AND DRAINAGE MAINTENANCE AND
OPERATIONS FOR FY 2023(NOV 2022-SEPT 2023)

626001 TELEPHONE 81.92

CELLULAR SOUTH, INC

Invoice #: 344588 P.O. #: MANUAL 542118 81.92

626700 RENTAL 37.76

WASTE PRO OF MISSISSIPPI

Invoice #: 344614 P.O. #: MANUAL 542146 37.76

313 Public Works Admin 1,946.90

610700 OPERATING SUPPLIES 1,178.81

WHITNEY NATIONAL BANK

Invoice #: 344594

P.O. #: 230848

542125

1,178.81

CARD 15

614000 GASOLINE, OIL, GREASE 218.09

FLEETCOR TECHNOLOGIES

Invoice #: 344745

P.O. #: MANUAL

542409

218.09

621900 MEMBERSHIP DUES AND SUBSCRIPT 550.00

WHITNEY NATIONAL BANK

Invoice #: 344594

P.O. #: 230848

542125

550.00

CARD 8

315 Traffic Control 1,128.99

610700 OPERATING SUPPLIES 69.64

LOWES OF GULFPORT MS 466

Invoice #: 344533

P.O. #: 230456

542062

20.95

BLANKET PO FOR VARIOUS SUPPLIES TO BE PICKED UP ON AN AS-NEEDED BASIS DURING
FY 2023 (EST PERIOD: NOV 2022 - SEPT 2023)

LOWES OF GULFPORT MS 466

Invoice #: 344534

P.O. #: 230456

542063

39.54

BLANKET PO FOR VARIOUS SUPPLIES TO BE PICKED UP ON AN AS-NEEDED BASIS DURING
FY 2023 (EST PERIOD: NOV 2022 - SEPT 2023)

CORNETT BOLT & SCREW, INC

Invoice #: 344535

P.O. #: 230506

542064

9.15

BLANKET PO FOR FY 2023 FOR MISC SUPPLIES TO BE PICKED UP ON AN AS-NEEDED BASIS
(EST PERIOD: NOV 2022 - SEPT 2023)

614000 GASOLINE, OIL, GREASE 522.32

FLEETCOR TECHNOLOGIES

Invoice #: 344749

P.O. #: MANUAL

542413

280.00

FLEETCOR TECHNOLOGIES

Invoice #: 344750

P.O. #: MANUAL

542414

242.32

615600 TRAFFIC SIGNAL SUPPLIES 529.00

NECAISE LOCKSMITH SERVICE INC

Invoice #: 344499

P.O. #: 230698

542029

529.00

NEW LOCKS FOR STREETLIGHT ELECTRICAL PANELS -- ITEM #175DLH: BRASS
COMBINATION PADLOCKS

626001	TELEPHONE	8.03
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A T & T

Invoice #:	344602	P.O. #:	MANUAL	542134	8.03
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325	Engineering	111,928.41
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610700	OPERATING SUPPLIES	373.66
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ITSAVVY LLC

Invoice #:	344650	P.O. #:	230837	542182	373.66
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HP P24 G4 MONITORS

614000	GASOLINE, OIL, GREASE	217.26
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FLEETCOR TECHNOLOGIES

Invoice #:	344747	P.O. #:	MANUAL	542411	45.37
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FLEETCOR TECHNOLOGIES

Invoice #:	344748	P.O. #:	MANUAL	542412	171.89
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625100	STREETS AND TRAFFIC LIGHTING	110,697.93
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COAST ELECTRIC POWER ASSOC

Invoice #:	344652	P.O. #:	MANUAL	542312	12.86
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COAST ELECTRIC POWER ASSOC

Invoice #:	344653	P.O. #:	MANUAL	542313	1.47
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COAST ELECTRIC POWER ASSOC

Invoice #:	344654	P.O. #:	MANUAL	542314	2.37
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COAST ELECTRIC POWER ASSOC

Invoice #:	344655	P.O. #:	MANUAL	542315	698.42
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COAST ELECTRIC POWER ASSOC

Invoice #:	344656	P.O. #:	MANUAL	542316	1,135.94
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COAST ELECTRIC POWER ASSOC			
Invoice #: 344657	P.O. #: MANUAL	542317	59.88
COAST ELECTRIC POWER ASSOC			
Invoice #: 344658	P.O. #: MANUAL	542318	67.97
COAST ELECTRIC POWER ASSOC			
Invoice #: 344659	P.O. #: MANUAL	542319	47.45
COAST ELECTRIC POWER ASSOC			
Invoice #: 344660	P.O. #: MANUAL	542320	90.11
COAST ELECTRIC POWER ASSOC			
Invoice #: 344661	P.O. #: MANUAL	542321	479.09
COAST ELECTRIC POWER ASSOC			
Invoice #: 344662	P.O. #: MANUAL	542322	2.94
COAST ELECTRIC POWER ASSOC			
Invoice #: 344663	P.O. #: MANUAL	542323	398.80
COAST ELECTRIC POWER ASSOC			
Invoice #: 344664	P.O. #: MANUAL	542324	160.23
COAST ELECTRIC POWER ASSOC			
Invoice #: 344665	P.O. #: MANUAL	542325	76.72
COAST ELECTRIC POWER ASSOC			
Invoice #: 344667	P.O. #: MANUAL	542327	55.29
COAST ELECTRIC POWER ASSOC			
Invoice #: 344668	P.O. #: MANUAL	542328	1,365.49
COAST ELECTRIC POWER ASSOC			
Invoice #: 344669	P.O. #: MANUAL	542329	477.83
COAST ELECTRIC POWER ASSOC			
Invoice #: 344670	P.O. #: MANUAL	542330	160.86

COAST ELECTRIC POWER ASSOC				
Invoice #:	344671	P.O. #:	MANUAL	542331
				1,475.50
COAST ELECTRIC POWER ASSOC				
Invoice #:	344672	P.O. #:	MANUAL	542332
				418.67
COAST ELECTRIC POWER ASSOC				
Invoice #:	344673	P.O. #:	MANUAL	542333
				133.11
COAST ELECTRIC POWER ASSOC				
Invoice #:	344674	P.O. #:	MANUAL	542334
				1.18
MS POWER COMPANY				
Invoice #:	344701	P.O. #:	MANUAL	542361
				115.63
MS POWER COMPANY				
Invoice #:	344704	P.O. #:	MANUAL	542364
				92.51
MS POWER COMPANY				
Invoice #:	344705	P.O. #:	MANUAL	542365
				859.62
MS POWER COMPANY				
Invoice #:	344707	P.O. #:	MANUAL	542367
				6,354.60
MS POWER COMPANY				
Invoice #:	344709	P.O. #:	MANUAL	542369
				87,830.67
MS POWER COMPANY				
Invoice #:	344710	P.O. #:	MANUAL	542370
				8,122.72
626001 TELEPHONE				20.07
A T & T				
Invoice #:	344602	P.O. #:	MANUAL	542134
				20.07
626900 TRAVEL				138.00

GEORGE R MOONEY

Invoice #: 344429

P.O. #: 230814

541958

69.00

DINNER PER DIEM FOR GEORGE RICK MOONEY DURING TRAVEL TO MAPS ANNUAL
CONVENTION 2023 IN VICKSBURG MS FEBRUARY 8-10, 2023

CURTIS THORNTON

Invoice #: 344431

P.O. #: 230815

541960

69.00

DINNER PER DIEM FOR CURTIS THORNTON DURING TRAVEL TO MAPS ANNUAL
CONVENTION 2023 IN VICKSBURG, MS FEBRUARY 8-10, 2023

630600 OFFICE EQUIPMENT

481.49

WHITNEY NATIONAL BANK

Invoice #: 344594

P.O. #: 230848

542125

481.49

CARD 15

335 Garage Maintenance

28.03

626001 TELEPHONE

8.03

A T & T

Invoice #: 344602

P.O. #: MANUAL

542134

8.03

626003 WATER

20.00

ALL SAFE TECHNOLOGIES LLC

Invoice #: 344256

P.O. #: MANUAL

541779

20.00

411 Leisure Services

96,880.38

610100 CLEANING AND JANITORIAL

2,745.42

SUN COAST BUSINESS SUPPLY INC

Invoice #: 344277

P.O. #: 230782

541801

73.96

BLACK TRASH BAGS 38X58 - 60 GALLON

SUN COAST BUSINESS SUPPLY INC

Invoice #: 344278

P.O. #: 230782

541802

92.43

LINER 1.7 MIL 43X47

SUN COAST BUSINESS SUPPLY INC

Invoice #: 344279

P.O. #: 230782

541803

70.92

WHITE TRASH BAGS 30X36 - 20 GALLON

SUN COAST BUSINESS SUPPLY INC

Invoice #: 344279

P.O. #: 230782

541803

73.96

BLACK TRASH BAGS 38X58 - 60 GALLON

SUN COAST BUSINESS SUPPLY INC				
Invoice #:	344294	P.O. #:	230758	
		541818	467.80	
TOILET TISSUE				
SUN COAST BUSINESS SUPPLY INC				
Invoice #:	344294	P.O. #:	230758	
		541818	26.03	
WIPES				
SUN COAST BUSINESS SUPPLY INC				
Invoice #:	344294	P.O. #:	230758	
		541818	119.76	
GALLON OF FANTASTICO				
SUN COAST BUSINESS SUPPLY INC				
Invoice #:	344294	P.O. #:	230758	
		541818	30.00	
BOX OF GLOVES				
SUN COAST BUSINESS SUPPLY INC				
Invoice #:	344294	P.O. #:	230758	
		541818	275.88	
BOXES OF SOAP				
SUN COAST BUSINESS SUPPLY INC				
Invoice #:	344294	P.O. #:	230758	
		541818	1,326.00	
TRASH PICKERS				
SUN COAST BUSINESS SUPPLY INC				
Invoice #:	344295	P.O. #:	230785	
		541819	107.56	
FABULOSO LAVENDER				
SUN COAST BUSINESS SUPPLY INC				
Invoice #:	344295	P.O. #:	230785	
		541819	81.12	
MOP HEADS				
610400	OFFICE SUPPLIES			104.00
CLAYS PRINT SHOP INC				
Invoice #:	344274	P.O. #:	230655	
		541798	104.00	
OPEN P/O FOR BUSINESS CARDS FOR EMPLOYEES				
610700	OPERATING SUPPLIES			2,840.88
FASTENAL				
Invoice #:	344270	P.O. #:	230128	
		541794	582.68	
OPEN P/O FOR STOCK FOR VENDING MACHINE AT ARMORY				
LOWES OF GULFPORT MS 466				
Invoice #:	344291	P.O. #:	230683	
		541815	339.31	
OPEN PO FOR OPERATING SUPPLIES				

LOWES OF GULFPORT MS 466

Invoice #: 344356	P.O. #: 230683	541882	186.62
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OPEN PO FOR OPERATING SUPPLIES

ALL SIGNS INC

Invoice #: 344434	P.O. #: 230374	541963	60.00
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3X5 CUSTOM FLAGS FOR SPORTSPLEX
RAISING CANES**ALL SIGNS INC**

Invoice #: 344445	P.O. #: 230567	541974	502.01
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CUSTOM FLAT STOCK PRINT SIGN
48X96 SINGLE SIDED CUSTOM FLAT STOCK PRINT
3MM MAX METAL WHITE FOR MEMORIAL**LOWES OF GULFPORT MS 466**

Invoice #: 344446	P.O. #: 230683	541975	162.26
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OPEN PO FOR OPERATING SUPPLIES

COAST COCA COLA BOTTLING CO A

Invoice #: 344609	P.O. #: 230399	542141	336.00
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OPEN P/O FOR WATER FOR BEAUTIFICATION/SPORTSPLEX

COAST COCA COLA BOTTLING CO A

Invoice #: 344610	P.O. #: 230399	542142	336.00
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OPEN P/O FOR WATER FOR BEAUTIFICATION/SPORTSPLEX

COAST COCA COLA BOTTLING CO A

Invoice #: 344611	P.O. #: 230399	542143	336.00
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OPEN P/O FOR WATER FOR BEAUTIFICATION/SPORTSPLEX

611000 BLDG MATERIALS AND SUPPLIES 100.00**WEAVER ELECTRIC INC**

Invoice #: 344424	P.O. #: 230729	541951	100.00
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MISCELLANEOUS MATERIALS

612200 REPAIRS AND MAINTENANCE 1,915.64**GYM WORX LLC**

Invoice #: 344272	P.O. #: 230730	541796	229.58
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OPEN P/O FOR SERVICE CALL TO REPAIR GYM EQUIPMENT

EAGLE SERVICES, INC.

Invoice #: 344341	P.O. #: MANUAL	541867	85.00
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GIBSON MAINTENANCE, LLC

Invoice #: 344396	P.O. #: MANUAL	541924	691.00
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WHITNEY NATIONAL BANK

Invoice #: 344594

P.O. #: 230848

542125

910.06

CARD 15

612500 UNIFORMS**2,246.11**

CINTAS CORP 240

Invoice #: 344321

P.O. #: MANUAL

541846

200.86

CINTAS CORP 240

Invoice #: 344322

P.O. #: MANUAL

541847

347.41

CINTAS CORP 240

Invoice #: 344323

P.O. #: MANUAL

541848

347.41

CINTAS CORP 240

Invoice #: 344324

P.O. #: MANUAL

541849

347.41

CINTAS CORP 240

Invoice #: 344325

P.O. #: MANUAL

541850

347.41

CINTAS CORP 240

Invoice #: 344326

P.O. #: MANUAL

541851

347.41

CINTAS CORP 240

Invoice #: 344327

P.O. #: MANUAL

541852

7.52

CINTAS CORP 240

Invoice #: 344328

P.O. #: MANUAL

541853

12.51

CINTAS CORP 240

Invoice #: 344329

P.O. #: MANUAL

541854

12.51

CINTAS CORP 240

Invoice #: 344330

P.O. #: MANUAL

541855

12.51

CINTAS CORP 240

Invoice #: 344331

P.O. #: MANUAL

541856

12.51

CINTAS CORP 240				
Invoice #:	344332	P.O. #:	MANUAL	541857
				12.51
CINTAS CORP 240				
Invoice #:	344333	P.O. #:	MANUAL	541858
				12.51
CINTAS CORP 240				
Invoice #:	344334	P.O. #:	MANUAL	541859
				120.85
CINTAS CORP 240				
Invoice #:	344336	P.O. #:	MANUAL	541861
				104.77
613100	ATHLETIC PROGRAM SUPPLIES			2,049.66
VARSITY BRANDS HOLDING CO, INC				
Invoice #:	344337	P.O. #:	MANUAL	541862
				1,982.75
RAINEY ELECTRONICS				
Invoice #:	344447	P.O. #:	230692	541976
				66.91
ANTENNAS				
614000	GASOLINE, OIL, GREASE			1,513.07
FLEETCOR TECHNOLOGIES				
Invoice #:	344742	P.O. #:	MANUAL	542406
				202.21
FLEETCOR TECHNOLOGIES				
Invoice #:	344743	P.O. #:	MANUAL	542407
				102.04
FLEETCOR TECHNOLOGIES				
Invoice #:	344744	P.O. #:	MANUAL	542408
				27.57
FLEETCOR TECHNOLOGIES				
Invoice #:	344753	P.O. #:	MANUAL	542417
				68.84
FLEETCOR TECHNOLOGIES				
Invoice #:	344754	P.O. #:	MANUAL	542418
				57.02

FLEETCOR TECHNOLOGIES				
Invoice #:	344757	P.O. #:	MANUAL	542421
				85.37
FLEETCOR TECHNOLOGIES				
Invoice #:	344758	P.O. #:	MANUAL	542422
				46.22
FLEETCOR TECHNOLOGIES				
Invoice #:	344759	P.O. #:	MANUAL	542423
				597.62
FLEETCOR TECHNOLOGIES				
Invoice #:	344760	P.O. #:	MANUAL	542424
				326.18
620900	CONTRACTUAL FEES			65,086.40
ALL SAFE TECHNOLOGIES LLC				
Invoice #:	344233	P.O. #:	MANUAL	541756
				63.90
ALL SAFE TECHNOLOGIES LLC				
Invoice #:	344235	P.O. #:	MANUAL	541758
				135.95
ALL SAFE TECHNOLOGIES LLC				
Invoice #:	344239	P.O. #:	MANUAL	541762
				220.20
ALL SAFE TECHNOLOGIES LLC				
Invoice #:	344240	P.O. #:	MANUAL	541763
				48.45
ALL SAFE TECHNOLOGIES LLC				
Invoice #:	344241	P.O. #:	MANUAL	541764
				34.95
ALL SAFE TECHNOLOGIES LLC				
Invoice #:	344243	P.O. #:	MANUAL	541766
				87.00
ALL SAFE TECHNOLOGIES LLC				
Invoice #:	344245	P.O. #:	MANUAL	541768
				275.85
ALL SAFE TECHNOLOGIES LLC				
Invoice #:	344246	P.O. #:	MANUAL	541769
				275.85

ALL SAFE TECHNOLOGIES LLC				
Invoice #:	344247	P.O. #:	MANUAL	541770
				236.85
ALL SAFE TECHNOLOGIES LLC				
Invoice #:	344248	P.O. #:	MANUAL	541771
				296.85
ALL SAFE TECHNOLOGIES LLC				
Invoice #:	344250	P.O. #:	MANUAL	541773
				66.00
ALL SAFE TECHNOLOGIES LLC				
Invoice #:	344251	P.O. #:	MANUAL	541774
				66.00
ALL SAFE TECHNOLOGIES LLC				
Invoice #:	344252	P.O. #:	MANUAL	541775
				275.85
ALL SAFE TECHNOLOGIES LLC				
Invoice #:	344253	P.O. #:	MANUAL	541776
				69.95
ALL SAFE TECHNOLOGIES LLC				
Invoice #:	344254	P.O. #:	MANUAL	541777
				275.85
ALL SAFE TECHNOLOGIES LLC				
Invoice #:	344255	P.O. #:	MANUAL	541778
				275.85
ONE TIME VENDOR COMMUNITY CENTERS				
Invoice #:	344371	P.O. #:	MANUAL	541897
				40.00
SOUTH MS BUSINESS MACHINES INC				
Invoice #:	344401	P.O. #:	MANUAL	541930
				137.64
DEMITRIUS DOUGLAS				
Invoice #:	344420	P.O. #:	MANUAL	541949
				100.00
RONALD SUTTON				
Invoice #:	344421	P.O. #:	MANUAL	541950
				75.00
WEAVER ELECTRIC INC				
Invoice #:	344424	P.O. #:	230729	541951
				320.00

AS PER UNIT PRICE CONTRACT COUNCIL APPROVED ON 08/18/2020
LABOR TO REPAIR DAMAGED RECEPTACLE SWITCH

ANDREA MORGAN

Invoice #:	344422	P.O. #:	MANUAL	541952	140.00
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MITCHEAL CLARK

Invoice #:	344423	P.O. #:	MANUAL	541953	100.00
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JULIUS BUCKHALTER

Invoice #:	344425	P.O. #:	MANUAL	541954	75.00
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SPORTSENGINE

Invoice #:	344426	P.O. #:	230401	541955	490.00
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OPEN P/O FOR BACKGROUND CHECKS FOR COACHES AND VOLUNTEERS

GULF BREEZE LANDSCAPING LLC

Invoice #:	344488	P.O. #:	230334	542017	15,735.00
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COUNCIL APPROVAL 7/5/2022 CONTRACT E - GROUNDS MAINTENANCE

GULF BREEZE LANDSCAPING LLC

Invoice #:	344488	P.O. #:	230334	542017	1,645.00
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CONTRACT F - GROUNDS MAINTENANCE

KINGS SPRINKLER SYSTEMS INC

Invoice #:	344490	P.O. #:	230332	542019	5,231.25
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COUNCIL APPROVAL 7/5/2022 CONTRACT A - CEMETERIES

KINGS SPRINKLER SYSTEMS INC

Invoice #:	344490	P.O. #:	230332	542019	2,739.00
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CONTRACT B - PARKS

KINGS SPRINKLER SYSTEMS INC

Invoice #:	344490	P.O. #:	230332	542019	1,645.00
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CONTRACT C - PARKS

KINGS SPRINKLER SYSTEMS INC

Invoice #:	344490	P.O. #:	230332	542019	1,050.00
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CONTRACT G - PARKS

KINGS SPRINKLER SYSTEMS INC

Invoice #:	344490	P.O. #:	230332	542019	1,905.00
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CONTRACT H - TRAILS

DEERE CREDIT INC

Invoice #:	344612	P.O. #:	230263	542144	4,401.35
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YEAR 3 OF EQUIPMENT LEASE FOR ACCOUNT NUMBER 020-0058651-0004 COUNCIL
APPROVAL 02/18/2020

DEERE CREDIT INC

Invoice #:	344612	P.O. #:	230263	542144	4,083.32
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2023 PROPERTY TAX

WASTE PRO OF MISSISSIPPI

Invoice #:	344613	P.O. #:	MANUAL	542145	773.69
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WASTE PRO OF MISSISSIPPI

Invoice #:	344616	P.O. #:	MANUAL	542148	231.45
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WASTE PRO OF MISSISSIPPI

Invoice #:	344617	P.O. #:	MANUAL	542149	339.45
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WASTE PRO OF MISSISSIPPI

Invoice #:	344618	P.O. #:	MANUAL	542150	317.84
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WASTE PRO OF MISSISSIPPI

Invoice #:	344619	P.O. #:	MANUAL	542151	388.63
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WASTE PRO OF MISSISSIPPI

Invoice #:	344620	P.O. #:	MANUAL	542152	264.76
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WASTE PRO OF MISSISSIPPI

Invoice #:	344621	P.O. #:	MANUAL	542153	242.46
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WASTE PRO OF MISSISSIPPI

Invoice #:	344622	P.O. #:	MANUAL	542154	529.54
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WASTE PRO OF MISSISSIPPI

Invoice #:	344623	P.O. #:	MANUAL	542155	291.24
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WASTE PRO OF MISSISSIPPI

Invoice #:	344624	P.O. #:	MANUAL	542156	375.63
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WASTE PRO OF MISSISSIPPI

Invoice #:	344625	P.O. #:	MANUAL	542157	445.40
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WASTE PRO OF MISSISSIPPI

Invoice #:	344627	P.O. #:	MANUAL	542159	465.00
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WASTE PRO OF MISSISSIPPI

Invoice #:	344630	P.O. #:	MANUAL	542162	92.65
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WASTE PRO OF MISSISSIPPI

Invoice #: 344631	P.O. #: MANUAL	542163	80.48
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WASTE PRO OF MISSISSIPPI

Invoice #: 344632	P.O. #: MANUAL	542164	221.92
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CABLE ONE

Invoice #: 344633	P.O. #: MANUAL	542165	78.97
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CABLE ONE

Invoice #: 344634	P.O. #: MANUAL	542166	55.00
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CABLE ONE

Invoice #: 344636	P.O. #: MANUAL	542168	278.38
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CABLE ONE

Invoice #: 344637	P.O. #: MANUAL	542169	278.38
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CABLE ONE

Invoice #: 344638	P.O. #: MANUAL	542170	248.48
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CABLE ONE

Invoice #: 344639	P.O. #: MANUAL	542171	445.93
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CABLE ONE

Invoice #: 344640	P.O. #: MANUAL	542172	445.93
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DEERE CREDIT INC

Invoice #: 344648	P.O. #: 230263	542180	9,823.47
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YEAR 3 OF EQUIPMENT LEASE FOR ACCOUNT NUMBER 020-0058651-0004 COUNCIL
APPROVAL 02/18/2020

CADENCE BANK (FKA BANCORPSOUTH BANK)

Invoice #: 344649	P.O. #: 230094	542181	5,753.81
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YEAR 5 OF 5 YEAR LEASE, AS APPROVED BY CITY COUNCIL ON 11/2/2018, JOHN DEERE
TRACTORS & Sportsplex Marquee

621900	MEMBERSHIP DUES AND SUBSCRIPT	545.00
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MS RECREATION & PARK ASSOC

Invoice #: 344338	P.O. #: MANUAL	541863	545.00
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623600	SENIOR CENTER MEALS	203.70
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SOUTHERN MS PLANNING AND DEV DIST

Invoice #: 344394	P.O. #: MANUAL	541922	56.92
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SOUTHERN MS PLANNING AND DEV DIST

Invoice #: 344417	P.O. #: MANUAL	541946	62.46
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SOUTHERN MS PLANNING AND DEV DIST

Invoice #: 344418	P.O. #: MANUAL	541947	84.32
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626001	TELEPHONE	2,050.22
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CELLULAR SOUTH, INC

Invoice #: 344588	P.O. #: MANUAL	542118	1,298.09
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A T & T

Invoice #: 344602	P.O. #: MANUAL	542134	20.07
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41136	SPORTSPLEX	416.68
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A T & T

Invoice #: 344727	P.O. #: MANUAL	542388	416.68
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41138	GOLDIN SPORTSPLEX	236.57
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A T & T

Invoice #: 344727	P.O. #: MANUAL	542388	236.57
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41139	LYMAN COMMUNITY CENTER	78.81
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A T & T

Invoice #: 344627	P.O. #: MANUAL	542388	78.81
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626002	ELECTRIC	13,501.07
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CENTERPOINT ENERGY RESOURCES CORP

Invoice #: 344642	P.O. #: MANUAL	542174	30.61
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CENTERPOINT ENERGY RESOURCES CORP

Invoice #: 344646	P.O. #: MANUAL	542178	44.03
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CENTERPOINT ENERGY RESOURCES CORP			
Invoice #:	344647	P.O. #:	MANUAL
		542179	30.61
MS POWER COMPANY			
Invoice #:	344699	P.O. #:	MANUAL
		542359	434.32
MS POWER COMPANY			
Invoice #:	344708	P.O. #:	MANUAL
		542368	9,618.74
MS POWER COMPANY			
Invoice #:	344712	P.O. #:	MANUAL
		542372	3,284.94
41130	GASTON POINT		57.82
MS POWER COMPANY			
Invoice #:	344703	P.O. #:	MANUAL
		542363	57.82
626003	WATER		39.95
ALL SAFE TECHNOLOGIES LLC			
Invoice #:	344238	P.O. #:	MANUAL
		541761	39.95
626004	GAS		35.30
CENTERPOINT ENERGY RESOURCES CORP			
Invoice #:	344645	P.O. #:	MANUAL
		542177	35.30
626900	TRAVEL		1,903.96
WHITNEY NATIONAL BANK			
Invoice #:	344594	P.O. #:	230848
		542125	1,903.96
	CARD 11		
415	Building Maintenance		2,158.55
610400	OFFICE SUPPLIES		156.42
ITSAVVY LLC			
Invoice #:	344591	P.O. #:	230556
		542121	156.42
	WIRELESS ACCESS POINT		

610700	OPERATING SUPPLIES	1,249.87
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LOWES OF GULFPORT MS 466

Invoice #:	344267	P.O. #:	230791	541791	1,170.87
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DELTA TABLE SAW 10" WITH EXTENDED WORK TABLE

HOME DEPOT CREDIT SERVICE

Invoice #:	344457	P.O. #:	MANUAL	541986	61.04
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HOME DEPOT CREDIT SERVICE

Invoice #:	344458	P.O. #:	MANUAL	541987	17.96
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612500	UNIFORMS/PERSONAL GEAR	54.86
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CINTAS CORP 240

Invoice #:	344335	P.O. #:	MANUAL	541860	54.86
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624601	REPAIRS AND MAINTENANCE	544.10
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W. W. GRAINGER, INC

Invoice #:	344390	P.O. #:	MANUAL	541917	157.85
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HINKLE METALS & SUPPLY CO INC

Invoice #:	344582	P.O. #:	230770	542112	31.61
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20" X 3' WARM AIR PIPE

WHITNEY NATIONAL BANK

Invoice #:	344594	P.O. #:	230848	542125	354.64
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CARD 18

626004	GAS	153.30
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WHITNEY NATIONAL BANK

Invoice #:	344594	P.O. #:	230848	542125	153.30
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CARD 18

445	Joseph T Jones Memorial Park	27,880.73
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610100	CLEANING AND JANITORIAL	452.22
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SUN COAST BUSINESS SUPPLY INC

Invoice #:	344295	P.O. #:	230785	541819	167.94
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MULTI FOLD TOWELS

SUN COAST BUSINESS SUPPLY INC			
Invoice #:	344295	P.O. #:	230785
		541819	199.96
TOILET TISSUE			
SUN COAST BUSINESS SUPPLY INC			
Invoice #:	344295	P.O. #:	230785
		541819	27.90
ANTIBACTERIAL SOAP			
SUN COAST BUSINESS SUPPLY INC			
Invoice #:	344295	P.O. #:	230785
		541819	8.75
MOP HANDLES			
SUN COAST BUSINESS SUPPLY INC			
Invoice #:	344295	P.O. #:	230785
		541819	47.67
HAND SOAP REFILL			
610400	OFFICE SUPPLIES		149.07
SUN COAST BUSINESS SUPPLY INC			
Invoice #:	344295	P.O. #:	230785
		541819	2.94
CALCULATOR TAPE			
SUN COAST BUSINESS SUPPLY INC			
Invoice #:	344295	P.O. #:	230785
		541819	16.25
POST IT NOTES			
SUN COAST BUSINESS SUPPLY INC			
Invoice #:	344295	P.O. #:	230785
		541819	44.90
COPY PAPER - LETTER SIZE			
SUN COAST BUSINESS SUPPLY INC			
Invoice #:	344295	P.O. #:	230785
		541819	84.98
COPY PAPER - LEGAL			
610700	OPERATING SUPPLIES		1,693.81
W. W. GRAINGER, INC			
Invoice #:	344297	P.O. #:	230338
		541821	40.62
OPEN P/O FOR SUPPLIES FOR MARINA			
W. W. GRAINGER, INC			
Invoice #:	344298	P.O. #:	230338
		541822	175.94
OPEN P/O FOR SUPPLIES FOR MARINA			
SCRIBBLE SOFTWARE, INC.			
Invoice #:	344432	P.O. #:	230429
		541961	240.00
OPEN P/O FOR SOFTWARE SUPPORT FOR MARINA			

KECO INC

Invoice #: 344453

P.O. #: 230643

541982

1,237.25

OPEN P/O FOR SUPPLIES FOR MARINA

611000 BLDG MATERIALS AND SUPPLIES

145.00

ALL PHASE ELECTRIC SUPPLY CO INC

Invoice #: 344275

P.O. #: 230647

541799

145.00

60W SCENCE LIGHTING FOR PIERS

614000 GASOLINE, OIL, GREASE

60.74

FLEETCOR TECHNOLOGIES

Invoice #: 344746

P.O. #: MANUAL

542410

60.74

620900 CONTRACTUAL FEES

4,750.28

UNDERWATER BOAT SERVICING LLC

Invoice #: 344450

P.O. #: 230431

541979

2,050.00

OPEN P/O TO REMOVE BARNACLES IN MARINA

HAVARD PEST CONTROL

Invoice #: 344485

P.O. #: MANUAL

542014

65.00

WASTE PRO OF MISSISSIPPI

Invoice #: 344626

P.O. #: MANUAL

542158

944.38

WASTE PRO OF MISSISSIPPI

Invoice #: 344628

P.O. #: MANUAL

542160

852.27

WASTE PRO OF MISSISSIPPI

Invoice #: 344629

P.O. #: MANUAL

542161

661.13

CABLE ONE

Invoice #: 344635

P.O. #: MANUAL

542167

177.50

626001 TELEPHONE

119.43

CELLULAR SOUTH, INC

Invoice #: 344588

P.O. #: MANUAL

542118

119.43

626002	ELECTRIC	20,405.28
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MS POWER COMPANY

Invoice #: 344697	P.O. #: MANUAL	542357	3,160.70
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MS POWER COMPANY

Invoice #: 344698	P.O. #: MANUAL	542358	9,549.56
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MS POWER COMPANY

Invoice #: 344700	P.O. #: MANUAL	542360	269.49
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MS POWER COMPANY

Invoice #: 344702	P.O. #: MANUAL	542362	7,425.53
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626003	WATER	104.90
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ALL SAFE TECHNOLOGIES LLC

Invoice #:	344232	P.O. #:	MANUAL	541755	104.90
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447	Funds	45,790.63
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610700	OPER SUPPLIES/NONCAPITAL EQUIP	17,615.00
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CORNETT BOLT & SCREW, INC

Invoice #: 344269	P.O. #: 230135	541793	41.56
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OPEN P/O FOR NUTS BOLTS AND SCREWS FOR HARBOR LIGHTS

HOME DEPOT CREDIT SERVICE

Invoice #: 344271	P.O. #: 230748	541795	111.23
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OPEN FOR HARBOR LIGHT

BLOSSMAN GAS INC

Invoice #: 344273	P.O. #: 230173	541797	150.00
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PROPANE FOR HARBOR LIGHTS WAREHOUSE

BLOSSMAN GAS INC

Invoice #: 344276	P.O. #: 230173	541800	275.00
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PROPANE FOR HARBOR LIGHTS WAREHOUSE

LOWES OF GULFPORT MS 466

Invoice #: 344289	P.O. #: 230519	541813	607.80
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OPEN P/O FOR SUPPLIES FOR HARBOR LIGHTS

LOWES OF GULFPORT MS 466			
Invoice #:	344290	P.O. #:	541814
			-338.21
BLOSSMAN GAS INC			
Invoice #:	344299	P.O. #:	230173
		541823	237.50
PROPANE FOR HARBOR LIGHTS WAREHOUSE			
LOWES OF GULFPORT MS 466			
Invoice #:	344301	P.O. #:	230403
		541825	17.79
OPEN P/O FOR BEAUTIFICATION FOR SUPPLIES			
IMAGEN BRANDS			
Invoice #:	344313	P.O. #:	230274
		541838	2,262.99
8" FLOPSIE - DEER FOR RETAIL SALE AT HARBOR LIGHTS			
MAYER ELECTRIC SUPPLY			
Invoice #:	344340	P.O. #:	MANUAL
		541866	223.80
JOHN FAYARD MOVING & WHSE, LLC			
Invoice #:	344451	P.O. #:	230273
		541980	489.20
RELOCATE HARBOR LIGHTS CONTAINERS			
LOWES OF GULFPORT MS 466			
Invoice #:	344452	P.O. #:	230403
		541981	21.89
OPEN P/O FOR BEAUTIFICATION FOR SUPPLIES			
M2 MEDIA CORP			
Invoice #:	344546	P.O. #:	229371
		542075	1,500.00
SERVICE FEE FOR MARKETING/ADVERTISING FOR HARBOR LIGHTS SHOW 2022			
M2 MEDIA CORP			
Invoice #:	344558	P.O. #:	229371
		542087	2,000.00
SERVICE FEE FOR MARKETING/ADVERTISING FOR HARBOR LIGHTS SHOW 2022			
WHITNEY NATIONAL BANK			
Invoice #:	344594	P.O. #:	230848
		542125	6,739.00
CARD 15			
WHITNEY NATIONAL BANK			
Invoice #:	344594	P.O. #:	230848
		542125	990.00
CARD FB RUSTY WALKER IV			
WHITNEY NATIONAL BANK			
Invoice #:	344594	P.O. #:	230848
		542125	2,285.45
CARD 16			
620900	CONTRACTUAL FEES		15,488.91

RONNIES AUTOMOTIVE

Invoice #: 344300	P.O. #: 230132	541824	100.00
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MOVING 10 BUILDINGS FROM QUANSOT HUT TO JONES PARK AND BACK

JAMES THOMAS ANGLIN

Invoice #: 344302	P.O. #: 230646	541826	280.00
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OPEN P/O FOR SANTA CLAUS FOR HARBOR LIGHTS

SWETMAN SECURITY SERVICE

Invoice #: 344403	P.O. #: MANUAL	541932	9,328.80
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WEAVER ELECTRIC INC

Invoice #: 344405	P.O. #: MANUAL	541934	982.11
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TYREE A DAVIS

Invoice #: 344416	P.O. #: MANUAL	541945	3,000.00
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HAVARD PEST CONTROL

Invoice #: 344486	P.O. #: MANUAL	542015	70.00
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WASTE PRO OF MISSISSIPPI

Invoice #: 344607	P.O. #: MANUAL	542139	1,728.00
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626100	ADVERTISING		12,051.50
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IHEARTMEDIA + ENTERTAINMENT INC

Invoice #: 344474	P.O. #: MANUAL	542003	225.00
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IHEARTMEDIA + ENTERTAINMENT INC

Invoice #: 344475	P.O. #: MANUAL	542004	2,255.00
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IHEARTMEDIA + ENTERTAINMENT INC

Invoice #: 344476	P.O. #: MANUAL	542005	410.00
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IHEARTMEDIA + ENTERTAINMENT INC

Invoice #: 344477	P.O. #: MANUAL	542006	2,040.00
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TELESOUTH COMMUNICATIONS, INC

Invoice #: 344478	P.O. #: MANUAL	542007	298.00
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TELESOUTH COMMUNICATIONS, INC

Invoice #: 344479

P.O. #: MANUAL

542008

246.00

TELESOUTH COMMUNICATIONS, INC

Invoice #: 344480

P.O. #: MANUAL

542009

240.00

TELESOUTH COMMUNICATIONS, INC

Invoice #: 344481

P.O. #: MANUAL

542010

360.00

TELESOUTH COMMUNICATIONS, INC

Invoice #: 344482

P.O. #: MANUAL

542011

354.00

TELESOUTH COMMUNICATIONS, INC

Invoice #: 344483

P.O. #: MANUAL

542012

422.00

DOWDY & DOWDY PARTNERSHIP

Invoice #: 344484

P.O. #: MANUAL

542013

333.00

WHITNEY NATIONAL BANK

Invoice #: 344594

P.O. #: 230848

542125

4,868.50

CARD 16

626700 RENTAL**300.00**

UNITED RENTALS NORTH AMERICA INC

Invoice #: 344435

P.O. #: 230169

541964

300.00

84'-86' TELESCOPIC BOOM LIFT FOR HARBOR LIGHTS INSTALLATION

627900 MISC SERVICES AND CHARGES**335.22**

WHITNEY NATIONAL BANK

Invoice #: 344594

P.O. #: 230848

542125

335.22

CARD 15

611 Urban and Economic Developement**9,831.91****610400 OFFICE SUPPLIES****1,199.59**

SUN COAST BUSINESS SUPPLY INC

Invoice #: 344315

P.O. #: 230805

541840

24.05

UNV20981: ECONOMY ROUND RING VIEW BINDER, 3 RINGS, 2" CAPACITY, 11X8.5, BLACK

SUN COAST BUSINESS SUPPLY INC

Invoice #: 344315

P.O. #: 230805

541840

8.78

XST22112: REFILL INK FOR XSTAMPER STAMPS, 10ML BOTTLE, BLACK

SUN COAST BUSINESS SUPPLY INC

Invoice #: 344315

P.O. #: 230805

541840

1.68

ACM10702: THREE-HOLE PUNCHED WOOD RULER ENGLISH AND METRIC WITH METAL
EDGE, 12" LONG

SUN COAST BUSINESS SUPPLY INC

Invoice #: 344315

P.O. #: 230805

541840

692.96

ALEAEWR4B: ADAPTIVERGO TWO-TIER SIT-STAND LIFTING WORKSTATION,
37.38"X26.13"X4.69" TO 19.88", BLACK

GULF COAST BUSINESS SUPPLY CO

Invoice #: 344317

P.O. #: 230804

541842

46.72

UNV45000: PERFORATED RULED WRITING PADS, WIDE/LEGAL RULE, RED HEADBAND, 50
WHITE 8.5X14 SHEETS, DOZEN

WHITNEY NATIONAL BANK

Invoice #: 344594

P.O. #: 230848

542125

425.40

CARD 15

610700 OPERATING SUPPLIES**544.97**

WHITNEY NATIONAL BANK

Invoice #: 344594

P.O. #: 230848

542125

544.97

CARD 15

614000 GASOLINE, OIL, GREASE**284.46**

FLEETCOR TECHNOLOGIES

Invoice #: 344755

P.O. #: MANUAL

542419

176.67

FLEETCOR TECHNOLOGIES

Invoice #: 344756

P.O. #: MANUAL

542420

107.79

620900 CONTRACTUAL FEES**79.00**

ACE DATA STORAGE COMPANY INC

Invoice #: 344587

P.O. #: 230851

542117

79.00

HARDY BUILDING

621900 MEMBERSHIP DUES AND SUBSCRIPT**1,779.00**

WHITNEY NATIONAL BANK

Invoice #: 344594

P.O. #: 230848

542125

1,779.00

CARD 15

625700	POSTAGE	94.33
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DMS MAIL MANAGEMENT, INC.

Invoice #:	344259	P.O. #:	230155	541783	93.02
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MONTHLY MAIL SERVICE FEES

DMS MAIL MANAGEMENT, INC.

Invoice #:	344307	P.O. #:	MANUAL	541832	1.31
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626001	TELEPHONE	883.07
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CELLULAR SOUTH, INC

Invoice #:	344588	P.O. #:	MANUAL	542118	314.91
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AT&T MOBILITY II LLC

Invoice #:	344600	P.O. #:	MANUAL	542132	507.95
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A T & T

Invoice #:	344602	P.O. #:	MANUAL	542134	60.21
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626100	ADVERTISING	63.12
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SIJ HOLDINGS, LLC

Invoice #:	344314	P.O. #:	230157	541839	63.12
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NEWSPAPER AND PUBLICATION ADVERTISING

626900	TRAVEL	1,331.86
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WHITNEY NATIONAL BANK

Invoice #:	344594	P.O. #:	230848	542125	453.00
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CARD 9

WHITNEY NATIONAL BANK

Invoice #:	344594	P.O. #:	230848	542125	878.86
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CARD 11

630400	COMPUTER EQUIPMENT	3,572.51
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ITSAVVY LLC

Invoice #:	344581	P.O. #:	230740	542111	855.89
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23271442: HP PRODESK 400 G7

ITSAVVY LLC

Invoice #:	344581	P.O. #:	230740	542111	56.08
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22497882: CRUCIAL

ITSAVVY LLC			
Invoice #: 344581	P.O. #: 230740	542111	1,055.52
22585155: HP P24 G4			

ITSAVVY LLC			
Invoice #: 344592	P.O. #: 230740	542122	855.89
23271442: HP PRODESK 400 G7			

ITSAVVY LLC			
Invoice #: 344593	P.O. #: 230794	542123	449.25
20337454: STARTECH.COM VERTICAL DUAL MONITOR STAND			

WHITNEY NATIONAL BANK			
Invoice #: 344594	P.O. #: 230848	542125	299.88
CARD 15			

701	Municipal Debt Service Fund	1,306.84
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650700	AGENCY FEES	1,306.84
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HANCOCK BANK/WHITNEY BANK			
Invoice #: 344729	P.O. #: MANUAL	542392	259.38

HANCOCK BANK/WHITNEY BANK			
Invoice #: 344730	P.O. #: MANUAL	542393	207.50

HANCOCK BANK/WHITNEY BANK			
Invoice #: 344731	P.O. #: MANUAL	542394	167.20

HANCOCK BANK/WHITNEY BANK			
Invoice #: 344734	P.O. #: MANUAL	542397	338.36

HANCOCK BANK/WHITNEY BANK			
Invoice #: 344764	P.O. #: MANUAL	542428	334.40

811	Water Billing	40,338.03
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610400	OFFICE SUPPLIES	129.96
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WHITNEY NATIONAL BANK			
Invoice #: 344594	P.O. #: 230848	542125	129.96
CARD 16			

620900	CONTRACTUAL FEES	39,062.63
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DMS MAIL MANAGEMENT, INC.

Invoice #:	344292	P.O. #:	230801	541816	1,020.58
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NOV INVOICE# 20227901-537

HARRISON COUNTY EMERGENCY

Invoice #:	344308	P.O. #:	MANUAL	541833	72.38
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ISI WATER COMPANY

Invoice #:	344368	P.O. #:	MANUAL	541894	37,295.88
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NECAISE LOCKSMITH SERVICE INC

Invoice #:	344376	P.O. #:	MANUAL	541902	210.00
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AMERICAN MUNICIPAL SERVICES

Invoice #:	344377	P.O. #:	MANUAL	541903	384.79
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ACE DATA STORAGE COMPANY INC

Invoice #:	344587	P.O. #:	230851	542117	79.00
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HARDY BUILDING

626001	TELEPHONE	1,128.78
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CELLCO PARTNERSHIP

Invoice #:	344378	P.O. #:	MANUAL	541904	937.33
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CELLULAR SOUTH, INC

Invoice #:	344588	P.O. #:	MANUAL	542118	146.98
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A T & T

Invoice #:	344602	P.O. #:	MANUAL	542134	4.01
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A T & T

Invoice #:	344727	P.O. #:	MANUAL	542388	40.46
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627900	MISC SERVICES AND CHARGES	16.66
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HAVARD PEST CONTROL

Invoice #:	344370	P.O. #:	MANUAL	541896	16.66
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610700 OPERATING SUPPLIES 2,294.46

FASTENAL

Invoice #: 344489	P.O. #: MANUAL	542018	165.57
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HUNTOONS INC

Invoice #: 344518	P.O. #: 230724	542047	577.60
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RESTOCK INVENTORY -- STAKE, WOODEN, 1" X 2" X 18" (50 PER BUND)

ALTON L MCCAFFREY

Invoice #: 344519	P.O. #: 230723	542048	457.92
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RESTOCK INVENTORY -- 4 OZ LEAK LOCK (PIPE DOPE)

ALTON L MCCAFFREY

Invoice #: 344519	P.O. #: 230723	542048	309.60
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BLUE GLUE, 8 OZ

ALTON L MCCAFFREY

Invoice #: 344519	P.O. #: 230723	542048	508.32
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BLUE GLUE, 16 OZ

ALTON L MCCAFFREY

Invoice #: 344519	P.O. #: 230723	542048	95.04
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WASP SPRAY

LOWES OF GULFPORT MS 466

Invoice #: 344533	P.O. #: 230456	542062	20.95
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BLANKET PO FOR VARIOUS SUPPLIES TO BE PICKED UP ON AN AS-NEEDED BASIS DURING
FY 2023 (EST PERIOD: NOV 2022 - SEPT 2023)

LOWES OF GULFPORT MS 466

Invoice #: 344534	P.O. #: 230456	542063	39.54
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BLANKET PO FOR VARIOUS SUPPLIES TO BE PICKED UP ON AN AS-NEEDED BASIS DURING
FY 2023 (EST PERIOD: NOV 2022 - SEPT 2023)

WHITNEY NATIONAL BANK

Invoice #: 344594	P.O. #: 230848	542125	119.92
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CARD 15

614300 SHELLS, GRAVEL, SAND 14,532.50

LAND SHAPER INC

Invoice #: 344514	P.O. #: 230744	542043	8,250.00
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AS PER BID GROUP C APPROVED BY COUNCIL 12/8/2020 -- FOR DEDEAUX RD/S WILSON
PROJECT -- FILL SAND (DRY)

BAYOU CONCRETE, LLC

Invoice #: 344523	P.O. #: 230475	542052	1,003.50
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BLANKET PO FOR FY 2023 FOR CONCRETE W FIBER TO BE DELIVERED TO JOB SITES AS
NEEDED - EST PERIOD: NOV 2022 - SEPT 2023

BAYOU CONCRETE, LLC

Invoice #: 344524 **P.O. #:** 230475 542053 470.00

BLANKET PO FOR FY 2023 FOR CONCRETE W FIBER TO BE DELIVERED TO JOB SITES AS
NEEDED - EST PERIOD: NOV 2022 - SEPT 2023

BAYOU CONCRETE, LLC

Invoice #: 344525 **P.O. #:** 230475 542054 432.50

BLANKET PO FOR FY 2023 FOR CONCRETE W FIBER TO BE DELIVERED TO JOB SITES AS
NEEDED - EST PERIOD: NOV 2022 - SEPT 2023

BAYOU CONCRETE, LLC

Invoice #: 344526 **P.O. #:** 230475 542055 482.50

BLANKET PO FOR FY 2023 FOR CONCRETE W FIBER TO BE DELIVERED TO JOB SITES AS
NEEDED - EST PERIOD: NOV 2022 - SEPT 2023

BAYOU CONCRETE, LLC

Invoice #: 344527 **P.O. #:** 230475 542056 270.00

BLANKET PO FOR FY 2023 FOR CONCRETE W FIBER TO BE DELIVERED TO JOB SITES AS
NEEDED - EST PERIOD: NOV 2022 - SEPT 2023

BAYOU CONCRETE, LLC

Invoice #: 344528 **P.O. #:** 230475 542057 1,164.00

BLANKET PO FOR FY 2023 FOR CONCRETE W FIBER TO BE DELIVERED TO JOB SITES AS
NEEDED - EST PERIOD: NOV 2022 - SEPT 2023

BAYOU CONCRETE, LLC

Invoice #: 344529 **P.O. #:** 230475 542058 757.50

BLANKET PO FOR FY 2023 FOR CONCRETE W FIBER TO BE DELIVERED TO JOB SITES AS
NEEDED - EST PERIOD: NOV 2022 - SEPT 2023

BAYOU CONCRETE, LLC

Invoice #: 344530 **P.O. #:** 230475 542059 735.00

BLANKET PO FOR FY 2023 FOR CONCRETE W FIBER TO BE DELIVERED TO JOB SITES AS
NEEDED - EST PERIOD: NOV 2022 - SEPT 2023

BAYOU CONCRETE, LLC

Invoice #: 344531 **P.O. #:** 230475 542060 547.50

BLANKET PO FOR FY 2023 FOR CONCRETE W FIBER TO BE DELIVERED TO JOB SITES AS
NEEDED - EST PERIOD: NOV 2022 - SEPT 2023

BAYOU CONCRETE, LLC

Invoice #: 344532 **P.O. #:** 230475 542061 420.00

BLANKET PO FOR FY 2023 FOR CONCRETE W FIBER TO BE DELIVERED TO JOB SITES AS
NEEDED - EST PERIOD: NOV 2022 - SEPT 2023

616700 WATERLINE SUPPLIES 3,613.17

FERGUSON US HOLDINGS, INC.

Invoice #: 344510 **P.O. #:** 229346 542039 524.37

RESTOCK INVENTORY -- ITEM #M74620G: 1" METER NIPPLE, LONG

FERGUSON US HOLDINGS, INC.

Invoice #: 344511 **P.O. #:** 229346 542040 349.58

RESTOCK INVENTORY -- ITEM #M74620G: 1" METER NIPPLE, LONG

FERGUSON US HOLDINGS, INC.

Invoice #: 344512 **P.O. #:** 229346 542041 317.80

RESTOCK INVENTORY -- ITEM #M74620G: 1" METER NIPPLE, LONG

FERGUSON US HOLDINGS, INC.

Invoice #: 344538	P.O. #: 230512	542067	14.75
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BLANKET PO FOR VARIOUS OPERATING SUPPLIES/PARTS TO BE PICKED UP ON AN
AS-NEEDED BASIS DURING FY 2023 (EST PERIOD: NOV 2022 - SEPT 2023)

CENTRAL PIPE SUPPLY INC

Invoice #: 344541	P.O. #: 230715	542070	321.48
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RESTOCK INVENTORY -- 3" DI UNIFLANGE ADAPTER, FLANGE (ZIP FLANGE)

CENTRAL PIPE SUPPLY INC

Invoice #: 344542	P.O. #: 230649	542071	2,024.88
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AS PER BID GROUP J1 APPROVED BY COUNCIL 12/21/21 -- RESTOCK INVENTORY -- *LINE 1
ORIGINAL BID WINNER CANNOT HONOR BID PRICE, NEXT LOWEST BID IS CENTRAL PIPE*
SECTION XII, ITEM 1: COUPING, HYMAX, 4"

CENTRAL PIPE SUPPLY INC

Invoice #: 344542	P.O. #: 230649	542071	60.31
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CUT OFF VALVES SECTION, ITEM 24: 3/4" X 1" BALL VALVE, MSN X CTS, PACKED JOINT

617000 WATER METERS 34,500.00

SOUTHERN PIPE & SUPPLY CO

Invoice #: 344517	P.O. #: 228659	542046	34,500.00
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MASTER METER MADE CITY STANDARD 8/20/2019 -- ITEM #B16-A31-A15-0101A-F: 1"
ALLEGRO UTG METER

620900 CONTRACTUAL FEES 1,234.09

COASTAL DUST CONTROL

Invoice #: 344491	P.O. #: MANUAL	542020	118.42
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COASTAL DUST CONTROL

Invoice #: 344492	P.O. #: MANUAL	542021	118.42
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MICRO METHODS INC

Invoice #: 344536	P.O. #: 230504	542065	60.00
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BLANKET PO FOR TESTING OF WATER SAMPLES TO BE USED DURING THE MONTHS OF NOV
2022 - JAN 2023 (EST)

MICRO METHODS INC

Invoice #: 344537	P.O. #: 230504	542066	60.00
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BLANKET PO FOR TESTING OF WATER SAMPLES TO BE USED DURING THE MONTHS OF NOV
2022 - JAN 2023 (EST)

NEXTRAQ LLC

Invoice #: 344539	P.O. #: 230432	542068	877.25
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BLANKET PO FOR VEHICLE TRACKING SERVICES FOR FY 2023 (OCT 2022 - SEPT 2023)

621800 PRIVATIZATION CONTRACT 233,373.36

H2O INNOVATION OPERATION AND MAINTENANCE

Invoice #: 344544	P.O. #: 230511	542073	233,373.36
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SERVICES CONTRACT FOR WATER ANDSEWER AND I&I CREW MAINTENANCE AND
OPERATIONS FOR FY 2023 (NOV22-SEPT23)

625700	POSTAGE	35.96
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DMS MAIL MANAGEMENT, INC.

Invoice #:	344307	P.O. #:	MANUAL	541832	35.96
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626001	TELEPHONE	44.16
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A T & T

Invoice #:	344602	P.O. #:	MANUAL	542134	44.16
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626002	ELECTRIC	26,431.94
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COAST ELECTRIC POWER ASSOC

Invoice #:	344678	P.O. #:	MANUAL	542338	2,045.45
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COAST ELECTRIC POWER ASSOC

Invoice #:	344681	P.O. #:	MANUAL	542341	100.63
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COAST ELECTRIC POWER ASSOC

Invoice #:	344683	P.O. #:	MANUAL	542343	48.00
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COAST ELECTRIC POWER ASSOC

Invoice #:	344684	P.O. #:	MANUAL	542344	47.80
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COAST ELECTRIC POWER ASSOC

Invoice #:	344691	P.O. #:	MANUAL	542351	2,425.56
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MS POWER COMPANY

Invoice #:	344713	P.O. #:	MANUAL	542373	13,175.57
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MS POWER COMPANY

Invoice #:	344716	P.O. #:	MANUAL	542376	8,588.93
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626700	RENTAL	67.76
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WASTE PRO OF MISSISSIPPI

Invoice #:	344493	P.O. #:	MANUAL	542022	67.76
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610700 OPERATING SUPPLIES 60.49

LOWES OF GULFPORT MS 466

Invoice #: 344533	P.O. #: 230456	542062	20.95
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BLANKET PO FOR VARIOUS SUPPLIES TO BE PICKED UP ON AN AS-NEEDED BASIS DURING
FY 2023 (EST PERIOD: NOV 2022 - SEPT 2023)

LOWES OF GULFPORT MS 466

Invoice #: 344534	P.O. #: 230456	542063	39.54
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BLANKET PO FOR VARIOUS SUPPLIES TO BE PICKED UP ON AN AS-NEEDED BASIS DURING
FY 2023 (EST PERIOD: NOV 2022 - SEPT 2023)

615800 LIFT STATION SUPPLIES 2,340.00

J H WRIGHT & ASSOC

Invoice #: 344516	P.O. #: 230445	542045	2,340.00
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2 HP GRINDER PUMPS (KEEN MODEL LCG2-24001SL) - FOR ACADIAN L/S

616100 SEWERLINE SUPPLIES 4,894.95

FERGUSON US HOLDINGS, INC.

Invoice #: 344505	P.O. #: 230225	542034	285.00
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RESTOCK INVENTORY -- ITEM #GWU1000: CONCRETE PAD FOR CLEANOUT FRAME

FERGUSON US HOLDINGS, INC.

Invoice #: 344505	P.O. #: 230225	542034	1,216.60
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ITEM #EV85503GPT: V8503 SWR CLEAN OUT FRAME W/ LID

FERGUSON US HOLDINGS, INC.

Invoice #: 344506	P.O. #: 230225	542035	456.00
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RESTOCK INVENTORY -- ITEM #GWU1000: CONCRETE PAD FOR CLEANOUT FRAME

FERGUSON US HOLDINGS, INC.

Invoice #: 344506	P.O. #: 230225	542035	2,737.35
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ITEM #EV85503GPT: V8503 SWR CLEAN OUT FRAME W/ LID

FERGUSON US HOLDINGS, INC.

Invoice #: 344508	P.O. #: 230225	542037	185.25
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RESTOCK INVENTORY -- ITEM #GWU1000: CONCRETE PAD FOR CLEANOUT FRAME

FERGUSON US HOLDINGS, INC.

Invoice #: 344538	P.O. #: 230512	542067	14.75
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BLANKET PO FOR VARIOUS OPERATING SUPPLIES/PARTS TO BE PICKED UP ON AN
AS-NEEDED BASIS DURING FY 2023 (EST PERIOD: NOV 2022 - SEPT 2023)

620900 CONTRACTUAL FEES 4,269.99

ISI WATER COMPANY

Invoice #: 344439	P.O. #: 230433	541968	3,100.00
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AS PER CONTRACT APPROVED BY COUNCIL 11/2/2010 (LATEST AMENDMENT APPROVED
8/5/20) - SEWER USAGE MONITORING AT NCBC (MONTHLY CHARGES FOR FY 2023)

WASTE PRO OF MISSISSIPPI

Invoice #: 344493

P.O. #: MANUAL

542022

292.74

NEXTRAQ LLC

Invoice #: 344539

P.O. #: 230432

542068

877.25

BLANKET PO FOR VEHICLE TRACKING SERVICES FOR FY 2023 (OCT 2022 - SEPT 2023)

621800 PRIVATIZATION CONTRACT**233,373.36**

H2O INNOVATION OPERATION AND MAINTENANCE

Invoice #: 344544

P.O. #: 230511

542073

233,373.36

SERVICES CONTRACT FOR WATER ANDSEWER AND I&I CREW MAINTENANCE AND
OPERATIONS FOR FY 2023 (NOV22-SEPT23)**626001 TELEPHONE****51.60**

CELLULAR SOUTH, INC

Invoice #: 344588

P.O. #: MANUAL

542118

47.59

A T & T

Invoice #: 344602

P.O. #: MANUAL

542134

4.01

626002 ELECTRIC**33,246.91**

COAST ELECTRIC POWER ASSOC

Invoice #: 344675

P.O. #: MANUAL

542335

1,654.34

COAST ELECTRIC POWER ASSOC

Invoice #: 344676

P.O. #: MANUAL

542336

90.14

COAST ELECTRIC POWER ASSOC

Invoice #: 344677

P.O. #: MANUAL

542337

67.00

COAST ELECTRIC POWER ASSOC

Invoice #: 344679

P.O. #: MANUAL

542339

161.11

COAST ELECTRIC POWER ASSOC

Invoice #: 344680

P.O. #: MANUAL

542340

106.50

COAST ELECTRIC POWER ASSOC

Invoice #: 344682

P.O. #: MANUAL

542342

172.65

COAST ELECTRIC POWER ASSOC			
Invoice #:	344685	P.O. #:	MANUAL 542345 81.39
COAST ELECTRIC POWER ASSOC			
Invoice #:	344686	P.O. #:	MANUAL 542346 51.88
COAST ELECTRIC POWER ASSOC			
Invoice #:	344687	P.O. #:	MANUAL 542347 61.93
COAST ELECTRIC POWER ASSOC			
Invoice #:	344688	P.O. #:	MANUAL 542348 133.89
COAST ELECTRIC POWER ASSOC			
Invoice #:	344689	P.O. #:	MANUAL 542349 180.95
COAST ELECTRIC POWER ASSOC			
Invoice #:	344690	P.O. #:	MANUAL 542350 52.29
COAST ELECTRIC POWER ASSOC			
Invoice #:	344692	P.O. #:	MANUAL 542352 66.34
COAST ELECTRIC POWER ASSOC			
Invoice #:	344693	P.O. #:	MANUAL 542353 53.54
COAST ELECTRIC POWER ASSOC			
Invoice #:	344694	P.O. #:	MANUAL 542354 55.10
COAST ELECTRIC POWER ASSOC			
Invoice #:	344695	P.O. #:	MANUAL 542355 64.10
COAST ELECTRIC POWER ASSOC			
Invoice #:	344696	P.O. #:	MANUAL 542356 63.40
MS POWER COMPANY			
Invoice #:	344714	P.O. #:	MANUAL 542374 13,308.94
MS POWER COMPANY			
Invoice #:	344715	P.O. #:	MANUAL 542375 9,856.77

MS POWER COMPANY

Invoice #: 344717

P.O. #: MANUAL

542377

6,964.65

835 Debt Service (Water and Sewer)**3,093.16****650700 AGENCY FEES****3,093.16**

HANCOCK BANK/WHITNEY BANK

Invoice #: 344729

P.O. #: MANUAL

542392

365.62

HANCOCK BANK/WHITNEY BANK

Invoice #: 344730

P.O. #: MANUAL

542393

292.50

HANCOCK BANK/WHITNEY BANK

Invoice #: 344731

P.O. #: MANUAL

542394

332.80

HANCOCK BANK/WHITNEY BANK

Invoice #: 344733

P.O. #: MANUAL

542396

900.00

HANCOCK BANK/WHITNEY BANK

Invoice #: 344734

P.O. #: MANUAL

542397

536.64

HANCOCK BANK/WHITNEY BANK

Invoice #: 344764

P.O. #: MANUAL

542428

665.60

850 Water and Sewer Projects**50,427.55****621800 PRIVATIZATION CONTRACT****47,500.00**

H2O INNOVATION OPERATION AND MAINTENANCE

Invoice #: 344545

P.O. #: 230511

542074

47,500.00

SERVICES CONTRACT FOR SOLID WASTE MAINTENANCE AND OPERATIONS FOR FY
2023(NOV22-SEPT23)**627100 SOLID WASTE DISPOSAL****2,927.55**

WASTE PRO OF MISSISSIPPI

Invoice #: 344615

P.O. #: MANUAL

542147

2,927.55

911 Employees' Group Health and Life Fund**20,831.50**

622100	PROFESSIONAL FEES	20,831.50
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MEDICAL ANALYSIS LLC

Invoice #:	344304	P.O. #:	230261	541829	19,400.00
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AS PER COUNCIL APPROVAL 4/7/2020, WELLNESS EMPLOYEE CLINIC FY2023

HEALTHCARE INTERACTIVE, INC

Invoice #:	344369	P.O. #:	MANUAL	541895	1,431.50
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915	General Liability\ Worker's Comp Fund	7,531.00
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629300	INSURANCE PREMIUMS	7,531.00
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BXS INSURANCE, INC

Invoice #:	344387	P.O. #:	MANUAL	541913	1,926.00
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BXS INSURANCE, INC

Invoice #:	344388	P.O. #:	MANUAL	541914	150.00
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BXS INSURANCE, INC

Invoice #:	344720	P.O. #:	MANUAL	542380	5,455.00
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Grand Total	1,959,776.42
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Voucher #:



CITY OF GULFPORT

Docket Sorted By Vendor

Docket Date: 1/18/2023



Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
A GRANT CURTIS BONDING					
542138	010 - 210601 -		1,000.00	344606	MANUAL

of Claims

1

Vendor Payment Total

1,000.00

A T & T

541983	213 - 626001 -		35.91	344454	MANUAL
542133	145 - 626001 -		861.48	344601	MANUAL
542134	811 - 626001 -		4.01	344602	MANUAL
542134	825 - 626001 -		4.01	344602	MANUAL
542134	115 - 626001 -		8.03	344602	MANUAL
542134	146 - 626001 -		8.03	344602	MANUAL
542134	315 - 626001 -		8.03	344602	MANUAL
542134	335 - 626001 -		8.03	344602	MANUAL
542134	111 - 626001 -		12.04	344602	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
542134	150 - 626001 -		12.04	344602	MANUAL
542134	325 - 626001 -		20.07	344602	MANUAL
542134	411 - 626001 -		20.07	344602	MANUAL
542134	135 - 626001 -		36.13	344602	MANUAL
542134	290 - 626001 -		40.15	344602	MANUAL
542134	815 - 626001 -		44.16	344602	MANUAL
542134	611 - 626001 -		60.21	344602	MANUAL
542134	125 - 626001 -		100.36	344602	MANUAL
542134	145 - 626001 -		104.38	344602	MANUAL
542134	213 - 626001 -		337.25	344602	MANUAL
542388	213 - 626001 -		40.46	344727	MANUAL
542388	811 - 626001 -		40.46	344727	MANUAL
542388	411 - 626001 - 41139		78.81	344727	MANUAL
542388	411 - 626001 - 41138		236.57	344727	MANUAL
542388	411 - 626001 - 41136		416.68	344727	MANUAL
# of Claims			24	Vendor Payment Total	2,537.37
ACE DATA STORAGE COMPANY INC					
542113	155 - 620900 -		24.00	344583	230851

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
MAIN LEVEL					
542115	125 - 620900 -		180.00	344585	230851
CITY COURT					
542116	145 - 620900 -		36.00	344586	230851
CITY HALL					
542117	145 - 620900 -		79.00	344587	230851
HARDY BUILDING					
542117	611 - 620900 -		79.00	344587	230851
HARDY BUILDING					
542117	811 - 620900 -		79.00	344587	230851
HARDY BUILDING					
# of Claims			6	Vendor Payment Total	477.00
ADVANCED AUTO PARTS					
541885	213 - 611300 -		30.95	344359	230119
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS					
542077	213 - 611300 -		299.52	344548	230119
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS					
542078	213 - 611300 -		45.25	344549	230119
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS					
542080	213 - 611300 -		147.39	344551	230119
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS					
542082	213 - 611300 -		135.00	344553	230119
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS					
542083	213 - 611300 -		142.24	344554	230119
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS					
# of Claims			6	Vendor Payment Total	800.35
ALL PHASE ELECTRIC SUPPLY CO INC					
541799	445 - 611000 -		145.00	344275	230647
60W SCNCE LIGHTING FOR PIERS					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	1	Vendor Payment Total	145.00	
ALL SAFE TECHNOLOGIES LLC					
541755	445 - 626003 -		104.90	344232	MANUAL
541756	411 - 620900 -		63.90	344233	MANUAL
541757	145 - 620900 -		104.90	344234	MANUAL
541758	411 - 620900 -		135.95	344235	MANUAL
541759	145 - 620900 -		103.90	344236	MANUAL
541760	155 - 626003 -		19.98	344237	MANUAL
541761	411 - 626003 -		39.95	344238	MANUAL
541762	411 - 620900 -		220.20	344239	MANUAL
541763	411 - 620900 -		48.45	344240	MANUAL
541764	411 - 620900 -		34.95	344241	MANUAL
541765	145 - 620900 -		34.95	344242	MANUAL
541766	411 - 620900 -		87.00	344243	MANUAL
541767	145 - 620900 -		34.95	344244	MANUAL
541768	411 - 620900 -		275.85	344245	MANUAL
541769	411 - 620900 -		275.85	344246	MANUAL
541770	411 - 620900 -		236.85	344247	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
541771	411 - 620900 -		296.85	344248	MANUAL
541772	145 - 620900 -		170.85	344249	MANUAL
541773	411 - 620900 -		66.00	344250	MANUAL
541774	411 - 620900 -		66.00	344251	MANUAL
541775	411 - 620900 -		275.85	344252	MANUAL
541776	411 - 620900 -		69.95	344253	MANUAL
541777	411 - 620900 -		275.85	344254	MANUAL
541778	411 - 620900 -		275.85	344255	MANUAL
541779	335 - 626003 -		20.00	344256	MANUAL
# of Claims			25	Vendor Payment Total	3,339.73
ALL SIGNS INC					
541963	411 - 610700 -		60.00	344434	230374
3X5 CUSTOM FLAGS FOR SPORTSPLEX RAISING CANES					
541974	411 - 610700 -		502.01	344445	230567
CUSTOM FLAT STOCK PRINT SIGN 48X96 SINGLE SIDED CUSTOM FLAT STOCK PRINT 3MM MAX METAL WHITE FOR MEMORIAL					
# of Claims			2	Vendor Payment Total	562.01
ALLAN J. HARRIS COMPANY INC					
542030	103 - 630100 - 82591		193,887.00	344500	229056

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
AS PER COUNCIL APPROVAL 7/19/22 OF REVERSE AUCTION ON 6/30/22 HIDROSTAL PUMPS FOR DEBUYS RD LIFT STATION REPLACEMENT PROJECT					
# of Claims		1	Vendor Payment Total	193,887.00	
ALTON L MCCAFFREY					
542048	815 - 610700 -		95.04	344519	230723
WASP SPRAY					
542048	815 - 610700 -		309.60	344519	230723
BLUE GLUE, 8 OZ					
542048	815 - 610700 -		457.92	344519	230723
RESTOCK INVENTORY -- 4 OZ LEAK LOCK (PIPE DOPE)					
542048	815 - 610700 -		508.32	344519	230723
BLUE GLUE, 16 OZ					
# of Claims		4	Vendor Payment Total	1,370.88	
AMERICAN MUNICIPAL SERVICES					
541903	811 - 620900 -		384.79	344377	MANUAL
542026	010 - 480700 -		5,114.70	344497	MANUAL
# of Claims		2	Vendor Payment Total	5,499.49	
ANDREA MORGAN					
541952	411 - 620900 -		140.00	344422	MANUAL
# of Claims		1	Vendor Payment Total	140.00	
AT&T MOBILITY II LLC					
542132	611 - 626001 -		507.95	344600	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
542135	150 - 626001 -		49.87	344603	MANUAL
542135	145 - 626001 -		99.74	344603	MANUAL
542135	147 - 626001 -		998.86	344603	MANUAL
542136	213 - 626001 -		9,009.74	344604	MANUAL
# of Claims			5	Vendor Payment Total	10,666.16
AUTO ZONE INC					
541886	213 - 611300 -		60.00	344360	230124
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS					
541887	213 - 611300 -		114.54	344361	230124
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS					
541888	213 - 611300 -		-119.94	344362	230124
542091	213 - 611300 -		110.00	344561	230124
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS					
542092	213 - 611300 -		110.00	344562	230124
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS					
542093	213 - 611300 -		7.90	344563	230124
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS					
# of Claims			6	Vendor Payment Total	282.50
AUTOMATION PERSONNEL SERVICES, INC.					
541834	155 - 620900 -		702.90	344309	MANUAL
# of Claims			1	Vendor Payment Total	702.90

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
AVS CONSULTING, LLC					
541925	213 - 627900 -		162.50	344397	230200
PSYCHOLOGICAL TESTING OF NEW EMPLOYEE					
# of Claims		1	Vendor Payment Total	162.50	
B&R INDUSTRIAL SUPPLY, INC					
542049	311 - 610700 -		134.80	344520	230716
RESTOCK INVENTORY -- ITEM #DAY-73140: 3" PLAIN CHAIR FOR REBAR - DAYTON 100/BOX					
542051	311 - 613800 -		1,250.55	344522	230787
ITEM #QUA-MRN12: QPR ASPHALT PATCH, 50LB BAGS					
# of Claims		2	Vendor Payment Total	1,385.35	
BAYOU CONCRETE, LLC					
542052	815 - 614300 -		1,003.50	344523	230475
BLANKET PO FOR FY 2023 FOR CONCRETE W FIBER TO BE DELIVERED TO JOB SITES AS NEEDED - EST PERIOD: NOV 2022 - SEPT 2023					
542053	815 - 614300 -		470.00	344524	230475
BLANKET PO FOR FY 2023 FOR CONCRETE W FIBER TO BE DELIVERED TO JOB SITES AS NEEDED - EST PERIOD: NOV 2022 - SEPT 2023					
542054	815 - 614300 -		432.50	344525	230475
BLANKET PO FOR FY 2023 FOR CONCRETE W FIBER TO BE DELIVERED TO JOB SITES AS NEEDED - EST PERIOD: NOV 2022 - SEPT 2023					
542055	815 - 614300 -		482.50	344526	230475
BLANKET PO FOR FY 2023 FOR CONCRETE W FIBER TO BE DELIVERED TO JOB SITES AS NEEDED - EST PERIOD: NOV 2022 - SEPT 2023					
542056	815 - 614300 -		270.00	344527	230475
BLANKET PO FOR FY 2023 FOR CONCRETE W FIBER TO BE DELIVERED TO JOB SITES AS NEEDED - EST PERIOD: NOV 2022 - SEPT 2023					
542057	815 - 614300 -		1,164.00	344528	230475
BLANKET PO FOR FY 2023 FOR CONCRETE W FIBER TO BE DELIVERED TO JOB SITES AS NEEDED - EST PERIOD: NOV 2022 - SEPT 2023					
542058	815 - 614300 -		757.50	344529	230475

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
BLANKET PO FOR FY 2023 FOR CONCRETE W FIBER TO BE DELIVERED TO JOB SITES AS NEEDED - EST PERIOD: NOV 2022 - SEPT 2023 542059	815 - 614300 -		735.00	344530	230475
BLANKET PO FOR FY 2023 FOR CONCRETE W FIBER TO BE DELIVERED TO JOB SITES AS NEEDED - EST PERIOD: NOV 2022 - SEPT 2023 542060	815 - 614300 -		547.50	344531	230475
BLANKET PO FOR FY 2023 FOR CONCRETE W FIBER TO BE DELIVERED TO JOB SITES AS NEEDED - EST PERIOD: NOV 2022 - SEPT 2023 542061	815 - 614300 -		420.00	344532	230475
BLANKET PO FOR FY 2023 FOR CONCRETE W FIBER TO BE DELIVERED TO JOB SITES AS NEEDED - EST PERIOD: NOV 2022 - SEPT 2023					
# of Claims		10	Vendor Payment Total	6,282.50	
BENJAMIN B. HOWARD					
542000	290 - 622300 -		30.00	344471	MANUAL
542001	290 - 622300 -		152.00	344472	MANUAL
# of Claims		2	Vendor Payment Total	182.00	
BILLY KELLEY					
541868	290 - 626900 -		338.00	344342	MANUAL
# of Claims		1	Vendor Payment Total	338.00	
BLOSSMAN GAS INC					
541797	447 - 610700 -		150.00	344273	230173
PROpane FOR HARBOR LIGHTS WAREHOUSE 541800	447 - 610700 -		275.00	344276	230173
PROpane FOR HARBOR LIGHTS WAREHOUSE 541823	447 - 610700 -		237.50	344299	230173

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
PROPANE FOR HARBOR LIGHTS WAREHOUSE					
# of Claims		3	Vendor Payment Total	662.50	
BXS INSURANCE, INC					
541913	915 - 629300 -		1,926.00	344387	MANUAL
541914	915 - 629300 -		150.00	344388	MANUAL
542380	915 - 629300 -		5,455.00	344720	MANUAL
# of Claims		3	Vendor Payment Total	7,531.00	
CABLE ONE					
542165	411 - 620900 -		78.97	344633	MANUAL
542166	411 - 620900 -		55.00	344634	MANUAL
542167	445 - 620900 -		177.50	344635	MANUAL
542168	411 - 620900 -		278.38	344636	MANUAL
542169	411 - 620900 -		278.38	344637	MANUAL
542170	411 - 620900 -		248.48	344638	MANUAL
542171	411 - 620900 -		445.93	344639	MANUAL
542172	411 - 620900 -		445.93	344640	MANUAL
# of Claims		8	Vendor Payment Total	2,008.57	

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
CADENCE BANK (FKA BANCORPSOUTH BANK)					
542181	411 - 620900 -		5,753.81	344649	230094
YEAR 5 OF 5 YEAR LEASE, AS APPROVED BY CITY COUNCIL ON 11/2/2018, JOHN DEERE TRACTORS & Sportsplex Marquee					
# of Claims		1	Vendor Payment Total	5,753.81	
CELLCO PARTNERSHIP					
541904	811 - 626001 -		937.33	344378	MANUAL
# of Claims		1	Vendor Payment Total	937.33	
CELLULAR SOUTH, INC					
542118	135 - 626001 -		47.59	344588	MANUAL
542118	144 - 626001 -		47.59	344588	MANUAL
542118	825 - 626001 -		47.59	344588	MANUAL
542118	311 - 626001 -		81.92	344588	MANUAL
542118	125 - 626001 -		95.18	344588	MANUAL
542118	150 - 626001 -		107.76	344588	MANUAL
542118	445 - 626001 -		119.43	344588	MANUAL
542118	811 - 626001 -		146.98	344588	MANUAL
542118	145 - 626001 -		292.16	344588	MANUAL
542118	611 - 626001 -		314.91	344588	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
542118	411 - 626001 -		1,298.09	344588	MANUAL
# of Claims			11	Vendor Payment Total	2,599.20
CENTERPOINT ENERGY RESOURCES CORP					
541878	213 - 626004 -		30.61	344352	MANUAL
541879	213 - 626004 -		524.45	344353	MANUAL
542173	290 - 626004 -		221.12	344641	MANUAL
542174	411 - 626002 -		30.61	344642	MANUAL
542175	145 - 626004 -		244.55	344643	MANUAL
542176	290 - 626004 -		513.15	344644	MANUAL
542177	411 - 626004 -		35.30	344645	MANUAL
542178	411 - 626002 -		44.03	344646	MANUAL
542179	411 - 626002 -		30.61	344647	MANUAL
542385	150 - 626004 -		26.23	344725	MANUAL
542385	155 - 626004 -		26.24	344725	MANUAL
# of Claims			11	Vendor Payment Total	1,726.90
CENTRAL PIPE SUPPLY INC					
542070	815 - 616700 -		321.48	344541	230715
RESTOCK INVENTORY -- 3" DI UNIFLANGE ADAPTER, FLANGE (ZIP FLANGE)					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
542071	815 - 616700 -		60.31	344542	230649
CUT OFF VALVES SECTION, ITEM 24: 3/4" X 1" BALL VALVE, MSN X CTS, PACKED JOINT					
542071	815 - 616700 -		2,024.88	344542	230649
AS PER BID GROUP J1 APPROVED BY COUNCIL 12/21/21 -- RESTOCK INVENTORY -- *LINE 1 ORIGINAL BID WINNER CANNOT HONOR BID PRICE, NEXT LOWEST BID IS CENTRAL PIPE* SECTION XII, ITEM 1: COUPING, HYMAX, 4"					
# of Claims		3	Vendor Payment Total	2,406.67	
CHARLES BODIE					
541792	135 - 620900 -		450.00	344268	230349
AS PER CITY COUNCIL APPROVAL ON 9/20/22 PROFESSIONAL SERVICES TO REVIEW AND REDACT VIDEO EVIDENCE AND OTHER LEGAL AND PROSECUTORIAL SERVICES. NTE \$25,000/YEAR					
# of Claims		1	Vendor Payment Total	450.00	
CINTAS CORP 240					
541846	411 - 612500 -		200.86	344321	MANUAL
541847	411 - 612500 -		347.41	344322	MANUAL
541848	411 - 612500 -		347.41	344323	MANUAL
541849	411 - 612500 -		347.41	344324	MANUAL
541850	411 - 612500 -		347.41	344325	MANUAL
541851	411 - 612500 -		347.41	344326	MANUAL
541852	411 - 612500 -		7.52	344327	MANUAL
541853	411 - 612500 -		12.51	344328	MANUAL
541854	411 - 612500 -		12.51	344329	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
541855	411 - 612500 -		12.51	344330	MANUAL
541856	411 - 612500 -		12.51	344331	MANUAL
541857	411 - 612500 -		12.51	344332	MANUAL
541858	411 - 612500 -		12.51	344333	MANUAL
541859	411 - 612500 -		120.85	344334	MANUAL
541860	415 - 612500 -		54.86	344335	MANUAL
541861	411 - 612500 -		104.77	344336	MANUAL
541872	213 - 615200 -		728.04	344346	MANUAL
541938	213 - 610700 -		68.29	344409	MANUAL
541943	213 - 610700 -		675.19	344414	MANUAL
# of Claims			19	Vendor Payment Total	3,772.49
CIVICPLUS INC					
542131	115 - 622100 -		494.00	344599	MANUAL
# of Claims			1	Vendor Payment Total	494.00
CKG ADVOCATES LLC					
541978	135 - 620900 - 95629		3,520.80	344449	230593

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
AS PER CITY COUNCIL APPROVAL ON 9/29/22 PROFESSIONAL SERVICES AGREEMENT TO SERVE AS VICTIMS ADVOCATE FOR VOCA GRANT. TERMS OF SERVICE 10/1/22 - 9/30/23. AGREEMENT AMENDED & APPROVED BY COUNCIL ON 11/8/22. CONTRACTOR TO BE PAID \$20.31/HR. NOT TO EXCEED ORI					
# of Claims		1	Vendor Payment Total	3,520.80	
CLAYS PRINT SHOP INC					
541798	411 - 610400 -		104.00	344274	230655
OPEN P/O FOR BUSINESS CARDS FOR EMPLOYEES					
541844	148 - 627800 -		900.00	344319	230718
9.5" X 14" WHITE PLASTIC DIE-CUT BAGS IMPRINTED BLUE INK					
542044	311 - 610700 -		289.00	344515	230756
#10 WINDOW ENVELOPES - PRINTED FULL COLOR (BOX OF 2500)					
# of Claims		3	Vendor Payment Total	1,293.00	
COAST COCA COLA BOTTLING CO A					
542141	411 - 610700 -		336.00	344609	230399
OPEN P/O FOR WATER FOR BEAUTIFICATION/SPORTSPLEX					
542142	411 - 610700 -		336.00	344610	230399
OPEN P/O FOR WATER FOR BEAUTIFICATION/SPORTSPLEX					
542143	411 - 610700 -		336.00	344611	230399
OPEN P/O FOR WATER FOR BEAUTIFICATION/SPORTSPLEX					
# of Claims		3	Vendor Payment Total	1,008.00	
COAST ELECTRIC POWER ASSOC					
542312	325 - 625100 -		12.86	344652	MANUAL
542313	325 - 625100 -		1.47	344653	MANUAL
542314	325 - 625100 -		2.37	344654	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
542315	325 - 625100 -		698.42	344655	MANUAL
542316	325 - 625100 -		1,135.94	344656	MANUAL
542317	325 - 625100 -		59.88	344657	MANUAL
542318	325 - 625100 -		67.97	344658	MANUAL
542319	325 - 625100 -		47.45	344659	MANUAL
542320	325 - 625100 -		90.11	344660	MANUAL
542321	325 - 625100 -		479.09	344661	MANUAL
542322	325 - 625100 -		2.94	344662	MANUAL
542323	325 - 625100 -		398.80	344663	MANUAL
542324	325 - 625100 -		160.23	344664	MANUAL
542325	325 - 625100 -		76.72	344665	MANUAL
542326	290 - 626002 -		488.24	344666	MANUAL
542327	325 - 625100 -		55.29	344667	MANUAL
542328	325 - 625100 -		1,365.49	344668	MANUAL
542329	325 - 625100 -		477.83	344669	MANUAL
542330	325 - 625100 -		160.86	344670	MANUAL
542331	325 - 625100 -		1,475.50	344671	MANUAL
542332	325 - 625100 -		418.67	344672	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
542333	325 - 625100 -		133.11	344673	MANUAL
542334	325 - 625100 -		1.18	344674	MANUAL
542335	825 - 626002 -		1,654.34	344675	MANUAL
542336	825 - 626002 -		90.14	344676	MANUAL
542337	825 - 626002 -		67.00	344677	MANUAL
542338	815 - 626002 -		2,045.45	344678	MANUAL
542339	825 - 626002 -		161.11	344679	MANUAL
542340	825 - 626002 -		106.50	344680	MANUAL
542341	815 - 626002 -		100.63	344681	MANUAL
542342	825 - 626002 -		172.65	344682	MANUAL
542343	815 - 626002 -		48.00	344683	MANUAL
542344	815 - 626002 -		47.80	344684	MANUAL
542345	825 - 626002 -		81.39	344685	MANUAL
542346	825 - 626002 -		51.88	344686	MANUAL
542347	825 - 626002 -		61.93	344687	MANUAL
542348	825 - 626002 -		133.89	344688	MANUAL
542349	825 - 626002 -		180.95	344689	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
542350	825 - 626002 -		52.29	344690	MANUAL
542351	815 - 626002 -		2,425.56	344691	MANUAL
542352	825 - 626002 -		66.34	344692	MANUAL
542353	825 - 626002 -		53.54	344693	MANUAL
542354	825 - 626002 -		55.10	344694	MANUAL
542355	825 - 626002 -		64.10	344695	MANUAL
542356	825 - 626002 -		63.40	344696	MANUAL

# of Claims	45	Vendor Payment Total	15,594.41
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COASTAL DUST CONTROL

541875	213 - 610100 -		22.77	344349	MANUAL
541915	145 - 610100 -		32.57	344389	MANUAL
542020	815 - 620900 -		118.42	344491	MANUAL
542021	815 - 620900 -		118.42	344492	MANUAL
542027	125 - 621700 -		149.15	344498	MANUAL
542032	213 - 610100 -		22.77	344503	MANUAL

# of Claims	6	Vendor Payment Total	464.10
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CONNIE LADNER CIRCUIT COURT CLERK

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
541962	135 - 627900 -		6.00	344433	MANUAL
541966	135 - 627900 -		6.00	344437	MANUAL
541967	135 - 627900 -		6.00	344438	MANUAL
541970	135 - 627900 -		6.00	344441	MANUAL
# of Claims			4	Vendor Payment Total	24.00
CONNIE LADNER COUNTY COURT CLERK					
541984	135 - 627900 -		1.50	344455	MANUAL
# of Claims			1	Vendor Payment Total	1.50
CORNETT BOLT & SCREW, INC					
541793	447 - 610700 -		41.56	344269	230135
OPEN P/O FOR NUTS BOLTS AND SCREWS FOR HARBOR LIGHTS					
542064	315 - 610700 -		9.15	344535	230506
BLANKET PO FOR FY 2023 FOR MISC SUPPLIES TO BE PICKED UP ON AN AS-NEEDED BASIS (EST PERIOD: NOV 2022 - SEPT 2023)					
# of Claims			2	Vendor Payment Total	50.71
CURTIS THORNTON					
541960	325 - 626900 -		69.00	344431	230815
DINNER PER DIEM FOR CURTIS THORNTON DURING TRAVEL TO MAPS ANNUAL CONVENTION					
2023 IN VICKSBURG, MS FEBRUARY 8-10, 2023					
# of Claims			1	Vendor Payment Total	69.00

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
DANA SAFETY SUPPLY					
541889	213 - 611300 -		45.00	344363	230165
ITEM# ETSA481CSR / SOI 400 SERIES CONSOLE SIREN ROTARY 100W					
541889	213 - 611300 -		65.00	344363	230165
ITEM# 7160-0085 / GJ LONG MCS TOP PLATE					
541889	213 - 611300 -		86.00	344363	230165
ITEM# 7110-1013 / GJ ARM REST FOR TAHOE CONSOLE					
541890	213 - 611300 -		24.00	344364	230165
ITEM# PMP2BRK2LPV / SOI LICENSE PLATE BRACKET, VERTICAL MNT FOR4" MPOWER					
541890	213 - 611300 -		880.00	344364	230165
ITEM# ETSA481CSR / SOI 400 SERIES CONSOLE SIREN ROTARY 100W					
541890	213 - 611300 -		950.00	344364	230165
ITEM# ENFWB00NSN / SOI FORD EXPEDITION SLIT FRONT (QUOTE 454686-C)					
541891	213 - 611300 -		2,090.00	344365	230673
ITEM# 75866 / SLI STINGER DS LED WITH 12VDC/120VAC (QUOTE 452525-A)					
541891	213 - 611300 -		2,820.00	344365	230673
ITEM# 77553 / SLI ULTRA STINGER LED 120V AC/DC					
# of Claims			8	Vendor Payment Total	6,960.00
DEERE CREDIT INC					
542144	411 - 620900 -		4,083.32	344612	230263
2023 PROPERTY TAX					
542144	411 - 620900 -		4,401.35	344612	230263
YEAR 3 OF EQUIPMENT LEASE FOR ACCOUNT NUMBER 020-0058651-0004 COUNCIL APPROVAL 02/18/2020					
542180	411 - 620900 -		9,823.47	344648	230263
YEAR 3 OF EQUIPMENT LEASE FOR ACCOUNT NUMBER 020-0058651-0004 COUNCIL APPROVAL 02/18/2020					
# of Claims			3	Vendor Payment Total	18,308.14
DEMITRIUS DOUGLAS					
541949	411 - 620900 -		100.00	344420	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	1	Vendor Payment Total	100.00	
DISTRIBUTORS HOLDING CORP					
541911	213 - 611300 -		43.35	344385	230107
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS					
542101	213 - 611300 -		186.74	344571	230107
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS					
	# of Claims	2	Vendor Payment Total	230.09	
DMS MAIL MANAGEMENT, INC.					
541783	611 - 625700 -		93.02	344259	230155
MONTHLY MAIL SERVICE FEES					
541816	811 - 620900 -		1,020.58	344292	230801
NOV INVOICE# 20227901-537					
541832	290 - 625700 -		0.15	344307	MANUAL
541832	611 - 625700 -		1.31	344307	MANUAL
541832	155 - 625700 -		3.47	344307	MANUAL
541832	145 - 625700 -		24.69	344307	MANUAL
541832	815 - 625700 -		35.96	344307	MANUAL
541881	213 - 625700 -		203.74	344355	MANUAL
542024	125 - 620900 -		80.67	344495	MANUAL
542025	125 - 620900 -		850.51	344496	MANUAL
	# of Claims	10	Vendor Payment Total	2,314.10	

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
DOWDY & DOWDY PARTNERSHIP					
542013	447 - 626100 -		333.00	344484	MANUAL
	# of Claims	1	Vendor Payment Total	333.00	
DPS CRIME LAB					
541880	213 - 620701 -		1,560.00	344354	MANUAL
	# of Claims	1	Vendor Payment Total	1,560.00	
DUKES DUKES KEATING & FANECATTY					
541990	135 - 620900 -		5,000.00	344461	MANUAL
	# of Claims	1	Vendor Payment Total	5,000.00	
EAGLE SERVICES, INC.					
541867	411 - 612200 -		85.00	344341	MANUAL
	# of Claims	1	Vendor Payment Total	85.00	
ELECTRONIC CASE MANAGEMENT FUND					
541991	135 - 621900 -		78.20	344462	MANUAL
541992	135 - 621900 -		11.00	344463	MANUAL
541993	135 - 621900 -		25.40	344464	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	3	Vendor Payment Total	114.60	
ELITE SCREEN PRINTING LLC					
541892	213 - 612500 -		318.00	344366	230752
BLANKET PO FOR UNIFORM SHIRTS FOR ACADEMY RECRUITS					
	# of Claims	1	Vendor Payment Total	318.00	
FASTENAL					
541794	411 - 610700 -		582.68	344270	230128
OPEN P/O FOR STOCK FOR VENDING MACHINE AT ARMORY					
542018	815 - 610700 -		165.57	344489	MANUAL
	# of Claims	2	Vendor Payment Total	748.25	
FERGUSON US HOLDINGS, INC.					
542034	825 - 616100 -		285.00	344505	230225
RESTOCK INVENTORY -- ITEM #GWU1000: CONCRETE PAD FOR CLEANOUT FRAME					
542034	825 - 616100 -		1,216.60	344505	230225
ITEM #EV85503GPT: V8503 SWR CLEAN OUT FRAME W/ LID					
542035	825 - 616100 -		456.00	344506	230225
RESTOCK INVENTORY -- ITEM #GWU1000: CONCRETE PAD FOR CLEANOUT FRAME					
542035	825 - 616100 -		2,737.35	344506	230225
ITEM #EV85503GPT: V8503 SWR CLEAN OUT FRAME W/ LID					
542037	825 - 616100 -		185.25	344508	230225
RESTOCK INVENTORY -- ITEM #GWU1000: CONCRETE PAD FOR CLEANOUT FRAME					
542039	815 - 616700 -		524.37	344510	229346
RESTOCK INVENTORY -- ITEM #M74620G: 1" METER NIPPLE, LONG					
542040	815 - 616700 -		349.58	344511	229346
RESTOCK INVENTORY -- ITEM #M74620G: 1" METER NIPPLE, LONG					
542041	815 - 616700 -		317.80	344512	229346
RESTOCK INVENTORY -- ITEM #M74620G: 1" METER NIPPLE, LONG					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
542067	815 - 616700 -		14.75	344538	230512
BLANKET PO FOR VARIOUS OPERATING SUPPLIES/PARTS TO BE PICKED UP ON AN AS-NEEDED BASIS DURING FY 2023 (EST PERIOD: NOV 2022 - SEPT 2023)					
542067	825 - 616100 -		14.75	344538	230512
BLANKET PO FOR VARIOUS OPERATING SUPPLIES/PARTS TO BE PICKED UP ON AN AS-NEEDED BASIS DURING FY 2023 (EST PERIOD: NOV 2022 - SEPT 2023)					
# of Claims			10	Vendor Payment Total	6,101.45
FLEETCOR TECHNOLOGIES					
542402	215 - 614000 -		38.24	344739	MANUAL
542402	213 - 614000 -		8,554.49	344739	MANUAL
542404	215 - 614000 -		158.98	344740	MANUAL
542404	213 - 614000 -		9,040.70	344740	MANUAL
542405	143 - 614000 -		29.77	344741	MANUAL
542405	150 - 614000 -		52.68	344741	MANUAL
542406	411 - 614000 -		202.21	344742	MANUAL
542407	411 - 614000 -		102.04	344743	MANUAL
542408	411 - 614000 -		27.57	344744	MANUAL
542409	313 - 614000 -		218.09	344745	MANUAL
542410	445 - 614000 -		60.74	344746	MANUAL
542411	325 - 614000 -		45.37	344747	MANUAL
542412	325 - 614000 -		171.89	344748	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
542413	315 - 614000 -		280.00	344749	MANUAL
542414	315 - 614000 -		242.32	344750	MANUAL
542415	290 - 614000 -		2,222.32	344751	MANUAL
542416	290 - 614000 -		2,270.00	344752	MANUAL
542417	411 - 614000 -		68.84	344753	MANUAL
542418	411 - 614000 -		57.02	344754	MANUAL
542419	611 - 614000 -		176.67	344755	MANUAL
542420	611 - 614000 -		107.79	344756	MANUAL
542421	411 - 614000 -		85.37	344757	MANUAL
542422	411 - 614000 -		46.22	344758	MANUAL
542423	411 - 614000 -		597.62	344759	MANUAL
542424	411 - 614000 -		326.18	344760	MANUAL
# of Claims			25	Vendor Payment Total	25,183.12
GEIGER BROTHERS					
541809	290 - 627702 -		1,191.98	344285	230038
ITEM 67800 - BOTTLES WITH FIRE CHIEF HELMET					
541810	290 - 627702 -		727.23	344286	230038
ITEM TB24 SLIM FIT WATER BOTTLE - RED WITH WHITE IMPRINT					
# of Claims			2	Vendor Payment Total	1,919.21

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
GEORGE R MOONEY					
541958	325 - 626900 -		69.00	344429	230814
DINNER PER DIEM FOR GEORGE RICK MOONEY DURING TRAVEL TO MAPS ANNUAL CONVENTION 2023 IN VICKSBURG MS FEBRUARY 8-10, 2023					
# of Claims		1	Vendor Payment Total	69.00	
GERARD THOMAS JOHNSON II					
541977	135 - 620900 - 95628		2,250.30	344448	230523
AS PER CITY COUNCIL APPROVAL ON 10/4/2022 PROFESSIONAL SERVICES AGREEMENT TO SERVE AS DV INVESTIGATOR FOR THE VAWA GRANT TERM OF SERVICE 10/1/2022 - 9/30/2023					
# of Claims		1	Vendor Payment Total	2,250.30	
GIBSON MAINTENANCE, LLC					
541924	411 - 612200 -		691.00	344396	MANUAL
542084	030 - 640100 - Z8429		20.00	344555	228917
RICH AVENUE WELL PLASTIC SOFIT COLOR RO MATCH EXISITING 1' LONG X 8" WIDE					
542084	030 - 640100 - Z8429		75.00	344555	228917
RICH AVENE WELL METAL FASCIA COLOR TO MATCH EXISITING 10' LONG BY 6" WIDE					
542084	030 - 640100 - Z8429		159.99	344555	228917
TRAILWOOD DRIVE WELL REPLACE STAINLESS STEEL METAL DOOR HANDLE					
542084	030 - 640100 - Z8429		163.84	344555	228917
RICH AVENUE WELL # 15 BLACK ROOF FELT					
542084	030 - 640100 - Z8429		295.00	344555	228917
44TH AVENUE WELL REPLACE FIBERGLASS SKYLIGHT 12' LONG X 3' WIDE					
542084	030 - 640100 - Z8429		364.80	344555	228917
AS PER BIDS RECEIVED 6/17/22 // RICH AVENUE WELL REPLACE THREE TAB ASPHALT SHINGLES					
542084	030 - 640100 - Z8429		511.94	344555	228917
TRAILWOOD DRIVE WELL REPLACE DOOR FRAME PAINTED TO MATCH EXISITING					
542084	030 - 640100 - Z8429		525.00	344555	228917
44TH AVENUE WELL REPLACE METAL ROOF ACCESS PANEL 65" LONG X 65" WIDE					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
542084	030 - 640100 - Z8429		630.99	344555	228917
TRAILWOOD DRIVE WELL REPLACE METAL EXTERIOR ENTRY DOOR PAINTED TO MATCH EXISTING 80" LONG X 36" WIDE X 1.75 THICK					
# of Claims		10	Vendor Payment Total	3,437.56	
GUARDIAN ALLIANCE TECHNOLOGIES, INC					
541906	213 - 627900 -		300.00	344380	230201
BACKGROUND CHECKS OF NEW EMPLOYEES (SERVICE)					
# of Claims		1	Vendor Payment Total	300.00	
GULF BREEZE LANDSCAPING LLC					
542017	411 - 620900 -		1,645.00	344488	230334
CONTRACT F - GROUNDS MAINTENANCE					
542017	411 - 620900 -		15,735.00	344488	230334
COUNCIL APPROVAL 7/5/2022 CONTRACT E - GROUNDS MAINTENANCE					
# of Claims		2	Vendor Payment Total	17,380.00	
GULF COAST BUSINESS SUPPLY CO					
541842	611 - 610400 -		46.72	344317	230804
UNV45000: PERFORATED RULED WRITING PADS, WIDE/LEGAL RULE, RED HEADBAND, 50 WHITE 8.5X14 SHEETS, DOZEN					
542183	150 - 610400 -		8.79	344651	230834
WIREBOUND NOTEBOOK COLLEGE RULE					
542183	150 - 610400 -		17.38	344651	230834
BOX SEALING TAPE					
542183	150 - 610400 -		19.81	344651	230834
SMALL BINDER CLIPS					
542183	150 - 610400 -		19.89	344651	230834
PAGE FLAG VAULE PACK					
542183	150 - 610400 -		51.84	344651	230834
2 PLY TOLIET PAPER CARTON					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
# of Claims			6	Vendor Payment Total	164.43
GYM WORX LLC					
541796	411 - 612200 -		229.58	344272	230730
OPEN P/O FOR SERVICE CALL TO REPAIR GYM EQUIPMENT					
# of Claims			1	Vendor Payment Total	229.58
H2O INNOVATION OPERATION AND MAINTENANCE					
542072	311 - 621800 -		356,246.04	344543	230511
COUNCIL APPROVAL 2/8/22 AND 10/18/22, STREETS AND DRAINAGE MAINTENANCE AND OPERATIONS FOR FY 2023(NOV 2022-SEPT 2023)					
542073	815 - 621800 -		233,373.36	344544	230511
SERVICES CONTRACT FOR WATER ANDSEWER AND I&I CREW MAINTENANCE AND OPERATIONS FOR FY 2023 (NOV22-SEPT23)					
542073	825 - 621800 -		233,373.36	344544	230511
SERVICES CONTRACT FOR WATER ANDSEWER AND I&I CREW MAINTENANCE AND OPERATIONS FOR FY 2023 (NOV22-SEPT23)					
542074	850 - 621800 -		47,500.00	344545	230511
SERVICES CONTRACT FOR SOLID WASTE MAINTENANCE AND OPERATIONS FOR FY 2023(NOV22-SEPT23)					
# of Claims			4	Vendor Payment Total	870,492.76
HANCOCK BANK/WHITNEY BANK					
542392	701 - 650700 -		259.38	344729	MANUAL
542392	835 - 650700 -		365.62	344729	MANUAL
542393	701 - 650700 -		207.50	344730	MANUAL
542393	835 - 650700 -		292.50	344730	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
542394	701 - 650700 -		167.20	344731	MANUAL
542394	835 - 650700 -		332.80	344731	MANUAL
542396	835 - 650700 -		900.00	344733	MANUAL
542397	701 - 650700 -		338.36	344734	MANUAL
542397	835 - 650700 -		536.64	344734	MANUAL
542425	145 - 624200 -		45,473.67	344761	MANUAL
542428	701 - 650700 -		334.40	344764	MANUAL
542428	835 - 650700 -		665.60	344764	MANUAL
# of Claims			12	Vendor Payment Total	49,873.67
HARRISON CO. LIBRARY SYSTEM					
542387	115 - 627700 -		107,000.00	344726	1
FY2023 CONTRIBUTION FOR HARRISON COUNTY LIBRARY APPROVED IN BUDGET ON 9-12-2022					
# of Claims			1	Vendor Payment Total	107,000.00
HARRISON COUNTY EMERGENCY					
541833	145 - 620900 -		15.51	344308	MANUAL
541833	125 - 620900 -		31.02	344308	MANUAL
541833	811 - 620900 -		72.38	344308	MANUAL
# of Claims			3	Vendor Payment Total	118.91

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
HAVARD PEST CONTROL					
541837	145 - 620900 -		184.00	344312	MANUAL
541874	213 - 620900 -		80.00	344348	MANUAL
541896	811 - 627900 -		16.66	344370	MANUAL
542014	445 - 620900 -		65.00	344485	MANUAL
542015	447 - 620900 -		70.00	344486	MANUAL
542128	150 - 621700 -		35.00	344596	MANUAL
542383	143 - 620900 -		40.00	344723	MANUAL
# of Claims		7	Vendor Payment Total	490.66	
HEALTHCARE INTERACTIVE, INC					
541895	911 - 622100 -		1,431.50	344369	MANUAL
# of Claims		1	Vendor Payment Total	1,431.50	
HILL, DARRIN					
541871	290 - 626900 -		169.00	344345	MANUAL
# of Claims		1	Vendor Payment Total	169.00	
HINKLE METALS & SUPPLY CO INC					
542112	415 - 624601 -		31.61	344582	230770

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
20" X 3' WARM AIR PIPE					
	# of Claims	1	Vendor Payment Total	31.61	
HOME DEPOT CREDIT SERVICE					
541795	447 - 610700 -		111.23	344271	230748
OPEN FOR HARBOR LIGHT					
541986	415 - 610700 -		61.04	344457	MANUAL
541987	415 - 610700 -		17.96	344458	MANUAL
542094	213 - 611300 -		52.97	344564	230102
BLANKET PO FOR VEHICLE MAINTENANCE AT 8TH AVE					
	# of Claims	4	Vendor Payment Total	243.20	
HOWARD SMITH EQUIPMENT					
542095	213 - 611300 -		149.33	344565	230129
BLANKET PURCHASE ORDER FOR MISCELLANEOUS REPAIRS AT 8TH AVE					
	# of Claims	1	Vendor Payment Total	149.33	
HUMANE SOCIETY OF S MS INC					
542033	213 - 614900 -		16,900.00	344504	MANUAL
	# of Claims	1	Vendor Payment Total	16,900.00	
HUNTOONS INC					
542047	815 - 610700 -		577.60	344518	230724
RESTOCK INVENTORY -- STAKE, WOODEN, 1" X 2" X 18" (50 PER BUND)					
	# of Claims	1	Vendor Payment Total	577.60	

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
IHEARTMEDIA + ENTERTAINMENT INC					
542003	447 - 626100 -		225.00	344474	MANUAL
542004	447 - 626100 -		2,255.00	344475	MANUAL
542005	447 - 626100 -		410.00	344476	MANUAL
542006	447 - 626100 -		2,040.00	344477	MANUAL
	# of Claims	4	Vendor Payment Total	4,930.00	
IMAGEN BRANDS					
541838	447 - 610700 -		2,262.99	344313	230274
8" FLOPSIE - DEER FOR RETAIL SALE AT HARBOR LIGHTS					
	# of Claims	1	Vendor Payment Total	2,262.99	
INFLECTION.COM INC					
541835	155 - 620900 -		105.00	344311	MANUAL
	# of Claims	1	Vendor Payment Total	105.00	
INTERSTATE BATTERY OF SOUTH MISSISSIPPI					
541907	213 - 611300 -		539.97	344381	230111
BLANKET PURCHASE ORDER FOR MISCELLANEOUS VEHICLE BATTERIES					
	# of Claims	1	Vendor Payment Total	539.97	
ISABELLA ASHLEY					
542400	213 - 626900 -		30.00	344737	230769

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
BREAKFAST - FOOD ALLOWANCE FOR A AUCOIN WHILE ATTENDING 2023 WINTERFEST CONFERENCE (CHAPERONES) IN GATLINBURG, TN 01/26/23 - 01/29/23					
542400	213 - 626900 -		52.00	344737	230769
LUNCH - FOOD ALLOWANCE FOR A AUCOIN WHILE ATTENDING 2023 WINTERFEST CONFERENCE (CHAPERONES) IN GATLINBURG, TN 01/26/23 - 01/29/23					
542400	213 - 626900 -		69.00	344737	230769
DINNER - FOOD ALLOWANCE FOR A AUCOIN WHILE ATTENDING 2023 WINTERFEST CONFERENCE (CHAPERONES) IN GATLINBURG, TN 01/26/23 - 01/29/23					
# of Claims		3	Vendor Payment Total	151.00	
ISI WATER COMPANY					
541894	811 - 620900 -		37,295.88	344368	MANUAL
541968	825 - 620900 -		3,100.00	344439	230433
AS PER CONTRACT APPROVED BY COUNCIL 11/2/2010 (LATEST AMENDMENT APPROVED 8/5/20) - SEWER USAGE MONITORING AT NCBC (MONTHLY CHARGES FOR FY 2023)					
# of Claims		2	Vendor Payment Total	40,395.88	
ITSAVVY LLC					
542110	100 - 630400 - 23005		32,502.00	344580	230772
AS PER COUNCIL APPROVAL 12/20/2022 CISCO DUO SECURITY STANDARD ACCESS LICENSE PART DUO-ACCESS					
542111	611 - 630400 -		56.08	344581	230740
22497882: CRUCIAL					
542111	611 - 630400 -		855.89	344581	230740
23271442: HP PRODESK 400 G7					
542111	611 - 630400 -		1,055.52	344581	230740
22585155: HP P24 G4					
542119	150 - 610400 -		36.40	344589	230653
V7 MINI DISPLAY PORT TO HDMI ADAPTER MFG PART# CBLMH1BLKSL-1N					
542120	150 - 630400 -		1,153.84	344590	229096
AXIS COMMUNICATIONS M3085-V					
542121	415 - 610400 -		156.42	344591	230556

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
WIRELESS ACCESS POINT					
542122	611 - 630400 -		855.89	344592	230740
23271442: HP PRODESK 400 G7					
542123	611 - 630400 -		449.25	344593	230794
20337454: STARTECH.COM VERTICAL DUAL MONITOR STAND					
542182	325 - 610700 -		373.66	344650	230837
HP P24 G4 MONITORS					
# of Claims		10	Vendor Payment Total	37,494.95	
J H WRIGHT & ASSOC					
542045	825 - 615800 -		2,340.00	344516	230445
2 HP GRINDER PUMPS (KEEN MODEL LCG2-24001SL) - FOR ACADIAN L/S					
# of Claims		1	Vendor Payment Total	2,340.00	
JAMES THOMAS ANGLIN					
541826	447 - 620900 -		280.00	344302	230646
OPEN P/O FOR SANTA CLAUS FOR HARBOR LIGHTS					
# of Claims		1	Vendor Payment Total	280.00	
JOANNE MCDONALD					
541788	290 - 610700 -		276.00	344264	230750
CITY OF GULFPORT FLAG					
541788	290 - 610700 -		379.60	344264	230750
4 X 6 STATE FLAGS					
541788	290 - 610700 -		590.00	344264	230750
5 X 8 U.S. FLAGS					
# of Claims		3	Vendor Payment Total	1,245.60	
JOHN FAYARD MOVING & WHSE, LLC					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
541980	447 - 610700 -		489.20	344451	230273
RELOCATE HARBOR LIGHTS CONTAINERS					
542381	143 - 620900 -		100.00	344721	MANUAL
542382	135 - 620900 -		1,076.28	344722	MANUAL
# of Claims			3	Vendor Payment Total	1,665.48
JONES WALKER LLP					
541920	145 - 627900 -		2,000.00	344392	MANUAL
# of Claims			1	Vendor Payment Total	2,000.00
JOSEPH MCCORKLE					
	290 - 626900 -		169.00	344344	MANUAL
# of Claims			1	Vendor Payment Total	169.00
JOSH SKAGGS					
542050	213 - 626900 -		30.00	344521	230767
BREAKFAST - FOOD ALLOWANCE FOR J SKAGGS WHILE ATTENDING 2023 WINTERFEST					
CONFERENCE (CHAPERONES) IN GATLINBURG, TN 01/26/23 - 01/29/23					
542050	213 - 626900 -		52.00	344521	230767
LUNCH - FOOD ALLOWANCE FOR J SKAGGS WHILE ATTENDING 2023 WINTERFEST CONFERENCE					
(CHAPERONES) IN GATLINBURG, TN 01/26/23 - 01/29/23					
542050	213 - 626900 -		69.00	344521	230767
DINNER - FOOD ALLOWANCE FOR J SKAGGS WHILE ATTENDING 2023 WINTERFEST					
CONFERENCE (CHAPERONES) IN GATLINBURG, TN 01/26/23 - 01/29/23					
# of Claims			3	Vendor Payment Total	151.00

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
JULIUS BUCKHALTER					
541954	411 - 620900 -		75.00	344425	MANUAL
	# of Claims	1	Vendor Payment Total	75.00	
KECO INC					
541982	445 - 610700 -		1,237.25	344453	230643
OPEN P/O FOR SUPPLIES FOR MARINA					
	# of Claims	1	Vendor Payment Total	1,237.25	
KINGS SPRINKLER SYSTEMS INC					
542019	411 - 620900 -		1,050.00	344490	230332
CONTRACT G - PARKS					
542019	411 - 620900 -		1,645.00	344490	230332
CONTRACT C - PARKS					
542019	411 - 620900 -		1,905.00	344490	230332
CONTRACT H - TRAILS					
542019	411 - 620900 -		2,739.00	344490	230332
CONTRACT B - PARKS					
542019	411 - 620900 -		5,231.25	344490	230332
COUNCIL APPROVAL 7/5/2022 CONTRACT A - CEMETERIES					
	# of Claims	5	Vendor Payment Total	12,570.25	
KURWIN SMITH					
542398	213 - 626900 -		30.00	344735	230768
BREAKFAST - FOOD ALLOWANCE FOR C PETTWAY WHILE ATTENDING 2023 WINTERFEST CONFERENCE (CHAPERONES) IN GATLINBURG, TN 01/26/23 - 01/29/23					
542398	213 - 626900 -		52.00	344735	230768
LUNCH - FOOD ALLOWANCE FOR C PETTWAY WHILE ATTENDING 2023 WINTERFEST CONFERENCE (CHAPERONES) IN GATLINBURG, TN 01/26/23 - 01/29/23					
542398	213 - 626900 -		69.00	344735	230768

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
DINNER - FOOD ALLOWANCE FOR C PETTWAY WHILE ATTENDING 2023 WINTERFEST CONFERENCE (CHAPERONES) IN GATLINBURG, TN 01/26/23 - 01/29/23					
	# of Claims	3	Vendor Payment Total	151.00	
LADRINA T ANDERSON					
542137	010 - 210601 -		28.00	344605	MANUAL
	# of Claims	1	Vendor Payment Total	28.00	
LAND SHAPER INC					
542043	815 - 614300 -		8,250.00	344514	230744
AS PER BID GROUP C APPROVED BY COUNCIL 12/8/2020 -- FOR DEDEAUX RD/S WILSON PROJECT -- FILL SAND (DRY)					
	# of Claims	1	Vendor Payment Total	8,250.00	
LANGUAGE LINE SERVICES					
542036	213 - 626001 -		301.91	344507	MANUAL
	# of Claims	1	Vendor Payment Total	301.91	
LEE C. RUSSELL					
541965	125 - 621500 -		4,167.00	344436	230441
AS PER CITY COUNCIL APPROVAL ON 9/20/22 SERVICES OF LEE RUSSELL, ESQ. TO PERFORM PUBLIC DEFENDER DUTIES FROM 10/1/2022 THROUGH 9/30/2023					
	# of Claims	1	Vendor Payment Total	4,167.00	
LESLIE SLADE					
541909	213 - 611300 -		350.00	344383	230108

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
BLANKET PURCHASE ORDER TO TINT WINDOWS ON POLICE VEHICLES					
# of Claims		1	Vendor Payment Total	350.00	
LEXISNEXIS					
542038	213 - 621900 -		274.00	344509	MANUAL
# of Claims		1	Vendor Payment Total	274.00	
LEXISNEXIS MATTHEW BENDER					
541959	135 - 621900 -		75.83	344430	MANUAL
# of Claims		1	Vendor Payment Total	75.83	
LILLIE MONROE					
541908	215 - 625500 -		2,200.00	344382	230705
1008D-01-010.000, RON GAUDET, LOT CLEAN UP, AWARDED 12-7-2022, CC, CASE: 10309					
# of Claims		1	Vendor Payment Total	2,200.00	
LOWES OF GULFPORT MS 466					
541789	290 - 610700 -		501.60	344265	230788
1053425 MAYTAG 3.8 CU FT HIGH EFFICIENCY AGITATOR TOP LOAD WASHER FOR STATION 6					
541790	145 - 630100 - 22030		34.32	344266	230105
MISCELLANEOUS PARTS					
541791	415 - 610700 -		1,170.87	344267	230791
DELTA TABLE SAW 10" WITH EXTENDED WORK TABLE					
541813	447 - 610700 -		607.80	344289	230519
OPEN P/O FOR SUPPLIES FOR HARBOR LIGHTS					
541814	447 - 610700 -		-338.21	344290	230519

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
541815	411 - 610700 -		339.31	344291	230683
OPEN PO FOR OPERATING SUPPLIES					
541820	145 - 630100 - 22030		24.93	344296	230105
MISCELLANEOUS PARTS					
541825	447 - 610700 -		17.79	344301	230403
OPEN P/O FOR BEAUTIFICATION FOR SUPPLIES					
541882	411 - 610700 -		186.62	344356	230683
OPEN PO FOR OPERATING SUPPLIES					
541910	213 - 611000 -		168.10	344384	230099
BLANKET PO FOR MISCELLANEOUS SUPPLIES FOR PD AND SHOP					
541910	213 - 611300 -		168.11	344384	230099
BLANKET PO FOR MISCELLANEOUS SUPPLIES FOR PD AND SHOP					
541939	213 - 611000 -		80.27	344410	230099
BLANKET PO FOR MISCELLANEOUS SUPPLIES FOR PD AND SHOP					
541939	213 - 611300 -		80.27	344410	230099
BLANKET PO FOR MISCELLANEOUS SUPPLIES FOR PD AND SHOP					
541975	411 - 610700 -		162.26	344446	230683
OPEN PO FOR OPERATING SUPPLIES					
541981	447 - 610700 -		21.89	344452	230403
OPEN P/O FOR BEAUTIFICATION FOR SUPPLIES					
542062	311 - 610700 -		20.95	344533	230456
BLANKET PO FOR VARIOUS SUPPLIES TO BE PICKED UP ON AN AS-NEEDED BASIS DURING FY 2023 (EST PERIOD: NOV 2022 - SEPT 2023)					
542062	315 - 610700 -		20.95	344533	230456
BLANKET PO FOR VARIOUS SUPPLIES TO BE PICKED UP ON AN AS-NEEDED BASIS DURING FY 2023 (EST PERIOD: NOV 2022 - SEPT 2023)					
542062	815 - 610700 -		20.95	344533	230456
BLANKET PO FOR VARIOUS SUPPLIES TO BE PICKED UP ON AN AS-NEEDED BASIS DURING FY 2023 (EST PERIOD: NOV 2022 - SEPT 2023)					
542062	825 - 610700 -		20.95	344533	230456
BLANKET PO FOR VARIOUS SUPPLIES TO BE PICKED UP ON AN AS-NEEDED BASIS DURING FY 2023 (EST PERIOD: NOV 2022 - SEPT 2023)					
542063	311 - 610700 -		39.53	344534	230456
BLANKET PO FOR VARIOUS SUPPLIES TO BE PICKED UP ON AN AS-NEEDED BASIS DURING FY 2023 (EST PERIOD: NOV 2022 - SEPT 2023)					
542063	315 - 610700 -		39.54	344534	230456

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
BLANKET PO FOR VARIOUS SUPPLIES TO BE PICKED UP ON AN AS-NEEDED BASIS DURING FY 2023 (EST PERIOD: NOV 2022 - SEPT 2023)					
542063	815 - 610700 -		39.54	344534	230456
BLANKET PO FOR VARIOUS SUPPLIES TO BE PICKED UP ON AN AS-NEEDED BASIS DURING FY 2023 (EST PERIOD: NOV 2022 - SEPT 2023)					
542063	825 - 610700 -		39.54	344534	230456
BLANKET PO FOR VARIOUS SUPPLIES TO BE PICKED UP ON AN AS-NEEDED BASIS DURING FY 2023 (EST PERIOD: NOV 2022 - SEPT 2023)					
542096	213 - 611300 -		67.92	344566	230099
BLANKET PO FOR MISCELLANEOUS SUPPLIES FOR PD AND SHOP					
542096	213 - 611000 -		67.93	344566	230099
BLANKET PO FOR MISCELLANEOUS SUPPLIES FOR PD AND SHOP					
542097	213 - 611000 -		102.54	344567	230099
BLANKET PO FOR MISCELLANEOUS SUPPLIES FOR PD AND SHOP					
542097	213 - 611300 -		102.54	344567	230099
BLANKET PO FOR MISCELLANEOUS SUPPLIES FOR PD AND SHOP					
542098	213 - 611000 -		10.20	344568	230099
BLANKET PO FOR MISCELLANEOUS SUPPLIES FOR PD AND SHOP					
542098	213 - 611300 -		10.20	344568	230099
BLANKET PO FOR MISCELLANEOUS SUPPLIES FOR PD AND SHOP					
# of Claims		29	Vendor Payment Total	3,829.21	
M J DONOVAN ENTERPRISES					
542102	213 - 611300 -		609.37	344572	230737
BLANKET PUCHASE ORDER FOR VEHICLE DECALS ON POLICE VEHICLES					
542103	213 - 611300 -		1,189.37	344573	230344
BLANKET PUCHASE ORDER FOR VEHICLE DECALS ON POLICE VEHICLES					
# of Claims		2	Vendor Payment Total	1,798.74	
M2 MEDIA CORP					
542075	447 - 610700 -		1,500.00	344546	229371
SERVICE FEE FOR MARKETING/ADVERTISING FOR HARBOR LIGHTS SHOW 2022					
542087	447 - 610700 -		2,000.00	344558	229371

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
SERVICE FEE FOR MARKETING/ADVERTISING FOR HARBOR LIGHTS SHOW 2022					
	# of Claims	2	Vendor Payment Total	3,500.00	
MANDAL CHYRSLER DODGE JEEP RAM					
542099	213 - 611300 -		118.75	344569	230112
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS					
542100	213 - 611300 -		1,060.00	344570	230112
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS					
	# of Claims	2	Vendor Payment Total	1,178.75	
MAYER ELECTRIC SUPPLY					
541866	447 - 610700 -		223.80	344340	MANUAL
	# of Claims	1	Vendor Payment Total	223.80	
MEDICAL ANALYSIS LLC					
541829	911 - 622100 -		19,400.00	344304	230261
AS PER COUNCIL APPROVAL 4/7/2020, WELLNESS EMPLOYEE CLINIC FY2023					
	# of Claims	1	Vendor Payment Total	19,400.00	
MICRO METHODS INC					
542065	815 - 620900 -		60.00	344536	230504
BLANKET PO FOR TESTING OF WATER SAMPLES TO BE USED DURING THE MONTHS OF NOV 2022 - JAN 2023 (EST)					
542066	815 - 620900 -		60.00	344537	230504
BLANKET PO FOR TESTING OF WATER SAMPLES TO BE USED DURING THE MONTHS OF NOV 2022 - JAN 2023 (EST)					
	# of Claims	2	Vendor Payment Total	120.00	

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
MID SOUTH UNIFORM & SUPPLY INC					
541912	213 - 612500 -		343.71	344386	230183
BLANKET PURCHASE ORDER FOR MISCELLANEOUS POLICE GEAR AND UNIFORMS					
# of Claims		1	Vendor Payment Total	343.71	
MIDSOUTH SOLUTIONS					
541808	290 - 612500 -		228.00	344284	230244
8666 BLAUER FLEX PANTS					
541940	213 - 612500 -		392.00	344411	230194
BLANKET PURCHASE ORDER FOR MISCELLANEOUS POLICE GEAR AND UNIFORMS					
# of Claims		2	Vendor Payment Total	620.00	
MISSISSIPPI DEPT OF REVENUE					
542088	213 - 624500 -		36.00	344559	MANUAL
542089	213 - 624500 -		16.00	344560	MANUAL
# of Claims		2	Vendor Payment Total	52.00	
MITCHEAL CLARK					
541953	411 - 620900 -		100.00	344423	MANUAL
# of Claims		1	Vendor Payment Total	100.00	
MS ECONOMIC COUNCIL					
541843	111 - 621900 -		33.00	344318	230806
VOLUNTARY 10% DUES UPGRADE					
541843	111 - 621900 -		330.00	344318	230806

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
MEC DUES					
	# of Claims	2	Vendor Payment Total	363.00	
MS POWER COMPANY					
542357	445 - 626002 -		3,160.70	344697	MANUAL
542358	445 - 626002 -		9,549.56	344698	MANUAL
542359	411 - 626002 -		434.32	344699	MANUAL
542360	445 - 626002 -		269.49	344700	MANUAL
542361	325 - 625100 -		115.63	344701	MANUAL
542362	445 - 626002 -		7,425.53	344702	MANUAL
542363	411 - 626002 - 41130		57.82	344703	MANUAL
542364	325 - 625100 -		92.51	344704	MANUAL
542365	325 - 625100 -		859.62	344705	MANUAL
542366	290 - 626002 -		420.83	344706	MANUAL
542367	325 - 625100 -		6,354.60	344707	MANUAL
542368	411 - 626002 -		9,618.74	344708	MANUAL
542369	325 - 625100 -		87,830.67	344709	MANUAL
542370	325 - 625100 -		8,122.72	344710	MANUAL
542371	145 - 626002 -		3,801.90	344711	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
542372	411 - 626002 -		3,284.94	344712	MANUAL
542373	815 - 626002 -		13,175.57	344713	MANUAL
542374	825 - 626002 -		13,308.94	344714	MANUAL
542375	825 - 626002 -		9,856.77	344715	MANUAL
542376	815 - 626002 -		8,588.93	344716	MANUAL
542377	825 - 626002 -		6,964.65	344717	MANUAL
# of Claims			21	Vendor Payment Total	193,294.44
MS RECREATION & PARK ASSOC					
541863	411 - 621900 -		545.00	344338	MANUAL
# of Claims			1	Vendor Payment Total	545.00
MUNICIPAL EMERGENCY SERVICES					
541811	290 - 612500 -		8.60	344287	230363
EMBROIDER NAME					
541811	290 - 612500 -		28.00	344287	230363
EMBROIDER NAME / RANK					
541811	290 - 612500 -		32.00	344287	230363
EMBROIDER FIRE DEPARTMENT LOGO					
541811	290 - 612500 -		152.00	344287	230363
112509 SS POLO SHIRTS IN VARIOUIS COLORS					
541812	290 - 612500 -		48.00	344288	230363
EMBROIDER NAME					
541812	290 - 612500 -		144.00	344288	230363
122508 SS POLO SHIRTS IN VARIOUIS COLORS					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
541812	290 - 612500 -		189.00	344288	230363
EMBROIDER NAME / RANK					
541812	290 - 612500 -		280.00	344288	230363
EMBROIDER FIRE DEPARTMENT LOGO					
541812	290 - 612500 -		503.00	344288	230363
112509 SS POLO SHIRTS IN VARIOUIS COLORS					
541812	290 - 612500 -		525.00	344288	230363
41192 SS POLO SHIRTS IN VARIOUIS COLORS					
# of Claims			10	Vendor Payment Total	1,909.60
NECAISE LOCKSMITH SERVICE INC					
541902	811 - 620900 -		210.00	344376	MANUAL
541941	213 - 611000 -		30.00	344412	230097
BLANKET PURCHASE ORDER FOR MISCELLANEOUS KEYS AND LOCKS					
541941	213 - 611300 -		30.00	344412	230097
BLANKET PURCHASE ORDER FOR MISCELLANEOUS KEYS AND LOCKS					
542029	315 - 615600 -		529.00	344499	230698
NEW LOCKS FOR STREETLIGHT ELECTRICAL PANELS -- ITEM #175DLH: BRASS COMBINATION PADLOCKS					
542104	213 - 611000 -		75.00	344574	230097
BLANKET PURCHASE ORDER FOR MISCELLANEOUS KEYS AND LOCKS					
542104	213 - 611300 -		75.00	344574	230097
BLANKET PURCHASE ORDER FOR MISCELLANEOUS KEYS AND LOCKS					
542105	213 - 611000 -		25.00	344575	230097
BLANKET PURCHASE ORDER FOR MISCELLANEOUS KEYS AND LOCKS					
542105	213 - 611300 -		25.00	344575	230097
BLANKET PURCHASE ORDER FOR MISCELLANEOUS KEYS AND LOCKS					
# of Claims			8	Vendor Payment Total	999.00
NEXTRAQ LLC					
542068	815 - 620900 -		877.25	344539	230432

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
BLANKET PO FOR VEHICLE TRACKING SERVICES FOR FY 2023 (OCT 2022 - SEPT 2023)					
542068	825 - 620900 -		877.25	344539	230432
BLANKET PO FOR VEHICLE TRACKING SERVICES FOR FY 2023 (OCT 2022 - SEPT 2023)					
# of Claims		2	Vendor Payment Total	1,754.50	
O REILLY AUTO PARTS					
541785	290 - 611300 -		33.47	344261	230018
BLANKET PURCHASE ORDER FOR VEICLE MAINTENCE					
541786	290 - 611300 -		42.99	344262	230018
BLANKET PURCHASE ORDER FOR VEICLE MAINTENCE					
541787	290 - 611300 -		85.72	344263	230018
BLANKET PURCHASE ORDER FOR VEICLE MAINTENCE					
541804	290 - 611300 -		545.80	344280	230018
BLANKET PURCHASE ORDER FOR VEICLE MAINTENCE					
541919	213 - 611300 -		8.62	344391	230634
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS					
541921	213 - 611300 -		6.16	344393	230634
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS					
541923	213 - 611300 -		736.55	344395	230634
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS					
541973	290 - 611300 -		56.13	344444	230018
BLANKET PURCHASE ORDER FOR VEICLE MAINTENCE					
542106	213 - 611300 -		29.99	344576	230634
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS					
542107	213 - 611300 -		89.67	344577	230634
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS					
# of Claims		10	Vendor Payment Total	1,635.10	
ONE TIME VENDOR COMMUNITY CENTERS					
541897	411 - 620900 -		40.00	344371	MANUAL
541898	010 - 505800 - 41143		75.00	344372	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
541936	010 - 505800 - 41139		100.00	344407	MANUAL
541937	010 - 505800 - 41140		100.00	344408	MANUAL
541944	010 - 505800 - 41140		175.00	344415	MANUAL
541948	010 - 505800 - 41130		100.00	344419	MANUAL
# of Claims			6	Vendor Payment Total	590.00
ONE TIME VENDOR URBAN DEVELOPMENT					
541830	010 - 500400 -		50.00	344305	MANUAL
# of Claims			1	Vendor Payment Total	50.00
PARTS AND SUPPLY INC					
541927	213 - 611300 -		208.43	344399	230118
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS					
542108	213 - 611300 -		313.86	344578	230118
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS					
# of Claims			2	Vendor Payment Total	522.29
RAINEY ELECTRONICS					
541976	411 - 613100 -		66.91	344447	230692
ANTENNAS					
# of Claims			1	Vendor Payment Total	66.91
RASHIDA BELL					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
542384	143 - 626900 -		72.38	344724	MANUAL
	# of Claims	1	Vendor Payment Total	72.38	
RICHARD KOSLOSKI					
542127	115 - 626900 -		5.15	344595	MANUAL
	# of Claims	1	Vendor Payment Total	5.15	
ROBERT C TAYLOR					
542002	290 - 626900 -		92.00	344473	MANUAL
	# of Claims	1	Vendor Payment Total	92.00	
ROBERT L FLOWERS					
542130	115 - 626900 -		216.75	344598	MANUAL
	# of Claims	1	Vendor Payment Total	216.75	
ROCKING C TRUCK AND TRAILER					
541806	290 - 611300 -		9.24	344282	230725
SHOP SUPPLIES					
541806	290 - 611300 -		35.91	344282	230725
553009 FUEL FILTER					
541806	290 - 611300 -		40.26	344282	230725
553000 OIL FILTER					
541806	290 - 611300 -		132.00	344282	230725
LABOR					
541806	290 - 611300 -		231.33	344282	230725

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
FULL SERVICE FOR TRUCK 3 RO 15019 INCLUDING OIL 541807	290 - 611300 -		-0.01	344283	230725
FULL SERVICE FOR TRUCK 3 RO 15019 INCLUDING OIL					
	# of Claims	6	Vendor Payment Total	448.73	
RONALD ROLAND					
542129	115 - 626900 -		201.25	344597	MANUAL
	# of Claims	1	Vendor Payment Total	201.25	
RONALD SUTTON					
541950	411 - 620900 -		75.00	344421	MANUAL
	# of Claims	1	Vendor Payment Total	75.00	
RONNIES AUTOMOTIVE					
541824	447 - 620900 -		100.00	344300	230132
MOVING 10 BUILDINGS FROM QUANSOT HUT TO JONES PARK AND BACK					
	# of Claims	1	Vendor Payment Total	100.00	
SAMANTHA SHERRILL					
541956	155 - 626900 -		46.00	344427	MANUAL
541957	155 - 626900 -		49.00	344428	MANUAL
	# of Claims	2	Vendor Payment Total	95.00	
SCRIBBLE SOFTWARE, INC.					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
541961	445 - 610700 -		240.00	344432	230429
OPEN P/O FOR SOFTWARE SUPPORT FOR MARINA					
	# of Claims	1	Vendor Payment Total	240.00	
SERGIO CASTILLO III					
541869	290 - 626900 -		230.00	344343	MANUAL
	# of Claims	1	Vendor Payment Total	230.00	
SIJ HOLDINGS, LLC					
541839	611 - 626100 -		63.12	344314	230157
NEWSPAPER AND PUBLICATION ADVERTISING					
541942	215 - 625500 -		169.10	344413	230324
JOURNALISTIC SERVICES TO INCLUDE PAGE CHARGES FOR PUBLICATION - CODE ENFORCEMENT					
	# of Claims	2	Vendor Payment Total	232.22	
SOUTH MS BUSINESS MACHINES INC					
541930	411 - 620900 -		137.64	344401	MANUAL
	# of Claims	1	Vendor Payment Total	137.64	
SOUTHERN MS PLANNING AND DEV DIST					
541922	411 - 623600 -		56.92	344394	MANUAL
541946	411 - 623600 -		62.46	344417	MANUAL
541947	411 - 623600 -		84.32	344418	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	3	Vendor Payment Total	203.70	
SOUTHERN PIPE & SUPPLY CO					
542046	815 - 617000 -		34,500.00	344517	228659
MASTER METER MADE CITY STANDARD 8/20/2019 -- ITEM #B16-A31-A15-0101A-F: 1" ALLEGRO					
UTG METER					
	# of Claims	1	Vendor Payment Total	34,500.00	
SPORTSENGINE					
541955	411 - 620900 -		490.00	344426	230401
OPEN P/O FOR BACKGROUND CHECKS FOR COACHES AND VOLUNTEERS					
	# of Claims	1	Vendor Payment Total	490.00	
STONE COUNTY BOARD OF SUPERVISORS					
542081	213 - 623500 -		750.00	344552	MANUAL
	# of Claims	1	Vendor Payment Total	750.00	
SUN COAST BUSINESS SUPPLY INC					
541801	411 - 610100 -		73.96	344277	230782
BLACK TRASH BAGS 38X58 - 60 GALLON					
541802	411 - 610100 -		92.43	344278	230782
LINER 1.7 MIL 43X47					
541803	411 - 610100 -		70.92	344279	230782
WHITE TRASH BAGS 30X36 - 20 GALLON					
541803	411 - 610100 -		73.96	344279	230782
BLACK TRASH BAGS 38X58 - 60 GALLON					
541818	411 - 610100 -		26.03	344294	230758
WIPES					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
541818	411 - 610100 -		30.00	344294	230758
BOX OF GLOVES					
541818	411 - 610100 -		119.76	344294	230758
GALLON OF FANTASTICO					
541818	411 - 610100 -		275.88	344294	230758
BOXES OF SOAP					
541818	411 - 610100 -		467.80	344294	230758
TOILET TISSUE					
541818	411 - 610100 -		1,326.00	344294	230758
TRASH PICKERS					
541819	445 - 610400 -		2.94	344295	230785
CALCULATOR TAPE					
541819	445 - 610100 -		8.75	344295	230785
MOP HANDLES					
541819	445 - 610400 -		16.25	344295	230785
POST IT NOTES					
541819	445 - 610100 -		27.90	344295	230785
ANTIBACTERIAL SOAP					
541819	445 - 610400 -		44.90	344295	230785
COPY PAPER - LETTER SIZE					
541819	445 - 610100 -		47.67	344295	230785
HAND SOAP REFILL					
541819	411 - 610100 -		81.12	344295	230785
MOP HEADS					
541819	445 - 610400 -		84.98	344295	230785
COPY PAPER - LEGAL					
541819	411 - 610100 -		107.56	344295	230785
FABULOSO LAVENDER					
541819	445 - 610100 -		167.94	344295	230785
MULTI FOLD TOWELS					
541819	445 - 610100 -		199.96	344295	230785
TOILET TISSUE					
541840	611 - 610400 -		1.68	344315	230805
ACM10702: THREE-HOLE PUNCHED WOOD RULER ENGLISH AND METRIC WITH METAL EDGE, 12" LONG					
541840	611 - 610400 -		8.78	344315	230805

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
XST22112: REFILL INK FOR XSTAMPER STAMPS, 10ML BOTTLE, BLACK					
541840	611 - 610400 -		24.05	344315	230805
UNV20981: ECONOMY ROUND RING VIEW BINDER, 3 RINGS, 2" CAPACITY, 11X8.5, BLACK					
541840	611 - 610400 -		692.96	344315	230805
ALEAEWR4B: ADAPTIVERGO TWO-TIER SIT-STAND LIFTING WORKSTATION, 37.38"X26.13"X4.69" TO 19.88", BLACK					
541929	213 - 610400 -		6.84	344400	230601
ITEM# UNV10044 / MESSAGE STAMP, COMPLETED, PRE-INKED, ONE-COLOR, BLUE					
541929	213 - 610400 -		7.24	344400	230601
ITEM# UNV10067 / MESSAGE STAMP, RECEIVED, PRE-INKED, ONE-COLOR, RED					
541929	213 - 610400 -		37.90	344400	230601
ITEM# RED8L808R / REDIFORM MONEY RECEIPTS BOOK - THREE PART CARBONLESS (QUOTE 11/16/22)					
541929	213 - 610400 -		455.88	344400	230601
ITEM# HEWCF210A / HP 131A BLACK (QUOTE 11/17/22)					
541929	213 - 610400 -		608.40	344400	230601
ITEM# HEWCF211A / HP 131A CYAN					
541929	213 - 610400 -		608.40	344400	230601
ITEM# HEWCF212A / HP 131A YELLOW					
541929	213 - 610400 -		608.40	344400	230601
ITEM# HEWCF213A / HP 131A MAGENTA					
541929	213 - 610400 -		740.75	344400	230601
ITEM# REDS1657NCL / REDIFORM NUMBERED MONEY RECEIPT BOOKS					
541971	125 - 610100 -		24.80	344442	230799
LARGE BLACK TRASH/YARD BAGS, 33 GAL, 80/CARTON - ORDERED TO HOLD US OVER UNTIL LARGE ORDER ARRIVES FROM NEWELL PAPER COMPANY					
# of Claims		34	Vendor Payment Total	7,172.79	
SUNBELT FIRE INC					
541784	290 - 611300 -		105.00	344260	230366
BLANKET PURCHASE ORDER FOR VEHICLE MAINTENANCE & PARTS					
541972	290 - 610700 -		75.00	344443	230177
MSA1018392 PROTECTIVE BOOT AND CAP FOR CYLINDERS MSA MS STATE CONTRACT # 8200064758					
541972	290 - 612500 -		2,784.00	344443	230177

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
MSA CAIRNS 1044 W/4" TUFFSHIELD					
# of Claims		3	Vendor Payment Total	2,964.00	
SWETMAN SECURITY SERVICE					
541932	447 - 620900 -		9,328.80	344403	MANUAL
# of Claims		1	Vendor Payment Total	9,328.80	
TAPPER SECURITY INC					
541899	213 - 620900 -		53.97	344373	MANUAL
541900	213 - 620900 -		53.97	344374	MANUAL
541901	213 - 620900 -		158.94	344375	MANUAL
# of Claims		3	Vendor Payment Total	266.88	
TASER INTERNATIONAL INC					
541884	213 - 620900 -		45,672.00	344358	230783
AS PER CITY COUNCIL APPROVAL ON 12/06/22 / YEAR 1 OF 5 /TASER 60 YEAR					
# of Claims		1	Vendor Payment Total	45,672.00	
TELESOUTH COMMUNICATIONS, INC					
542007	447 - 626100 -		298.00	344478	MANUAL
542008	447 - 626100 -		246.00	344479	MANUAL
542009	447 - 626100 -		240.00	344480	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
542010	447 - 626100 -		360.00	344481	MANUAL
542011	447 - 626100 -		354.00	344482	MANUAL
542012	447 - 626100 -		422.00	344483	MANUAL
# of Claims			6	Vendor Payment Total	1,920.00
THOMSON REUTERS WEST PUBLISHING CORP					
541988	135 - 621900 -		62.66	344459	MANUAL
541989	135 - 621900 -		597.45	344460	MANUAL
# of Claims			2	Vendor Payment Total	660.11
TLH ENTERPRISES					
541931	213 - 611300 -		202.00	344402	230115
BLANKET PURCHASE ORDER FOR MISCELLENIOUS AUTO PARTS					
# of Claims			1	Vendor Payment Total	202.00
TONYA LAVILLE					
542042	213 - 626900 -		30.00	344513	230766
BREAKFAST - FOOD ALLOWANCE FOR T LAVILLE WHILE ATTENDING 2023 WINTERFEST CONFERENCE (CHAPERONES) IN GATLINBURG, TN 01/26/23 - 01/29/23					
542042	213 - 626900 -		52.00	344513	230766
LUNCH - FOOD ALLOWANCE FOR T LAVILLE WHILE ATTENDING 2023 WINTERFEST CONFERENCE (CHAPERONES) IN GATLINBURG, TN 01/26/23 - 01/29/23					
542042	213 - 626900 -		69.00	344513	230766
DINNER - FOOD ALLOWANCE FOR T LAVILLE WHILE ATTENDING 2023 WINTERFEST CONFERENCE (CHAPERONES) IN GATLINBURG, TN 01/26/23 - 01/29/23					
542042	213 - 626900 -		240.00	344513	230766

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
BREAKFAST - MEAL TONYA LAVILLE C/O (8)GPD EXPLORERS - FOOD ALLOWANCE FOR T LAVILLE WHILE ATTENDING 2023 WINTERFEST CONFERENCE (EXPLORERS) IN GATLINBURG, TN 01/26/23 - 01/29/23					
542042	213 - 626900 -		416.00	344513	230766
LUNCH - MEAL TONYA LAVILLE C/O (8)GPD EXPLORERS - FOOD ALLOWANCE FOR T LAVILLE WHILE ATTENDING 2023 WINTERFEST CONFERENCE (EXPLORERS) IN GATLINBURG, TN 01/26/23 - 01/29/23					
542042	213 - 626900 -		552.00	344513	230766
DINNER - MEAL TONYA LAVILLE C/O (8)GPD EXPLORERS - FOOD ALLOWANCE FOR T LAVILLE WHILE ATTENDING 2023 WINTERFEST CONFERENCE (EXPLORERS) IN GATLINBURG, TN 01/26/23 - 01/29/23					
# of Claims		6	Vendor Payment Total	1,359.00	
TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS I					
541873	213 - 621700 -		977.00	344347	MANUAL
541985	135 - 620900 - 95628		75.00	344456	MANUAL
# of Claims		2	Vendor Payment Total	1,052.00	
TURAN-FOLEY CHEVROLET BUICK GEO					
541933	213 - 611300 -		26.24	344404	230778
BLANKET PURCHASE ORDER FOR MISCELLANEOUS VEHICLE PARTS					
# of Claims		1	Vendor Payment Total	26.24	
TYLER TECHNOLOGIES, INC.					
541831	145 - 610700 -		469.17	344306	MANUAL
# of Claims		1	Vendor Payment Total	469.17	

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
TYREE A DAVIS					
541945	447 - 620900 -		3,000.00	344416	MANUAL
	# of Claims	1	Vendor Payment Total	3,000.00	
ULINE, INC.					
541935	213 - 610400 -		108.23	344406	230738
H-5342 / CARPET CHAIR MAT (AIRPORT DIV)					
541935	213 - 610400 -		260.13	344406	230738
H-4523 / 48X72 CARPET CHAIR MAT (AIRPORT DIV)					
541935	213 - 610400 -		2,204.51	344406	230738
ITEM# H-4116BL / LEATHER EXECUTIVE CHAIR - BLACK (QUOTE 79702966)					
	# of Claims	3	Vendor Payment Total	2,572.87	
UNDERWATER BOAT SERVICING LLC					
541979	445 - 620900 -		2,050.00	344450	230431
OPEN P/O TO REMOVE BARNACLES IN MARINA					
	# of Claims	1	Vendor Payment Total	2,050.00	
UNITED PARCEL SERVICE					
541877	213 - 625700 -		29.19	344351	MANUAL
	# of Claims	1	Vendor Payment Total	29.19	
UNITED RENTALS NORTH AMERICA INC					
541964	447 - 626700 -		300.00	344435	230169
84'-86' TELESCOPIC BOOM LIFT FOR HARBOR LIGHTS INSTALLATION					
	# of Claims	1	Vendor Payment Total	300.00	

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
Varsity Brands Holding Co, Inc					
541862	411 - 613100 -		1,982.75	344337	MANUAL
	# of Claims	1	Vendor Payment Total	1,982.75	
W. W. Grainger, Inc					
541821	445 - 610700 -		40.62	344297	230338
	OPEN P/O FOR SUPPLIES FOR MARINA				
541822	445 - 610700 -		175.94	344298	230338
	OPEN P/O FOR SUPPLIES FOR MARINA				
541917	415 - 624601 -		157.85	344390	MANUAL
	# of Claims	3	Vendor Payment Total	374.41	
Waring Oil Company LLC					
542109	213 - 611300 -		599.00	344579	230735
	CHEVRON HAVOLINE UNIVERSAL A/F B, DRUM (QUOTE 12/13/22)				
	# of Claims	1	Vendor Payment Total	599.00	
Warren Paving Inc					
541994	311 - 613800 -		452.80	344465	MANUAL
541995	311 - 613800 -		301.42	344466	MANUAL
541996	311 - 613800 -		454.81	344467	MANUAL
541997	311 - 613800 -		320.25	344468	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	4	Vendor Payment Total	1,529.28	
WASTE PRO OF MISSISSIPPI					
541841	148 - 627800 -		75.00	344316	230075
DELIVERY ALL					
541841	148 - 627800 -		255.00	344316	230075
HANDICAP PORTABLE					
541841	148 - 627800 -		750.00	344316	230075
STANDARD PORTABLES					
542022	815 - 626700 -		67.76	344493	MANUAL
542022	825 - 620900 -		292.74	344493	MANUAL
542139	447 - 620900 -		1,728.00	344607	MANUAL
542145	411 - 620900 -		773.69	344613	MANUAL
542146	311 - 626700 -		37.76	344614	MANUAL
542147	850 - 627100 -		2,927.55	344615	MANUAL
542148	411 - 620900 -		231.45	344616	MANUAL
542149	411 - 620900 -		339.45	344617	MANUAL
542150	411 - 620900 -		317.84	344618	MANUAL
542151	411 - 620900 -		388.63	344619	MANUAL
542152	411 - 620900 -		264.76	344620	MANUAL
542153	411 - 620900 -		242.46	344621	MANUAL
542154	411 - 620900 -		529.54	344622	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
542155	411 - 620900 -		291.24	344623	MANUAL
542156	411 - 620900 -		375.63	344624	MANUAL
542157	411 - 620900 -		445.40	344625	MANUAL
542158	445 - 620900 -		944.38	344626	MANUAL
542159	411 - 620900 -		465.00	344627	MANUAL
542160	445 - 620900 -		852.27	344628	MANUAL
542161	445 - 620900 -		661.13	344629	MANUAL
542162	411 - 620900 -		92.65	344630	MANUAL
542163	411 - 620900 -		80.48	344631	MANUAL
542164	411 - 620900 -		221.92	344632	MANUAL
# of Claims			26	Vendor Payment Total	13,651.73
WEAVER ELECTRIC INC					
541934	447 - 620900 -		982.11	344405	MANUAL
541951	411 - 611000 -		100.00	344424	230729
MISCELLANEOUS MATERIALS					
541951	411 - 620900 -		320.00	344424	230729
AS PER UNIT PRICE CONTRACT COUNCIL APPROVED ON 08/18/2020					
LABOR TO REPAIR DAMAGED RECEPTACLE SWITCH					
# of Claims			3	Vendor Payment Total	1,402.11

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
WHITNEY NATIONAL BANK					
542125	145 - 624200 -		5.45	344594	230848
CARD 15					
542125	145 - 610400 -		26.99	344594	230848
CARD 16					
542125	115 - 610700 -		36.40	344594	230848
CARD 13					
542125	150 - 610400 -		47.93	344594	230848
CARD 15					
542125	213 - 626900 -		49.07	344594	230848
CARD 2					
542125	290 - 611300 -		51.57	344594	230848
CARD 16					
542125	145 - 622300 -		70.00	344594	230848
CARD 15					
542125	147 - 621900 -		99.99	344594	230848
CARD 16					
542125	145 - 610700 -		111.75	344594	230848
CARD 16					
542125	155 - 626900 -		113.83	344594	230848
CARD 17					
542125	145 - 621900 -		115.49	344594	230848
CARD 15					
542125	815 - 610700 -		119.92	344594	230848
CARD 15					
542125	147 - 623700 -		128.35	344594	230848
CARD 16					
542125	811 - 610400 -		129.96	344594	230848
CARD 16					
542125	290 - 610700 -		133.34	344594	230848
CARD 15					
542125	115 - 626900 -		150.00	344594	230848
CARD ELLA J HOLMES HINES					
542125	415 - 626004 -		153.30	344594	230848
CARD 18					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
542125	290 - 622300 -		159.43	344594	230848
CARD 6					
542125	213 - 622300 -		180.00	344594	230848
CARD 4					
542125	290 - 611000 -		183.20	344594	230848
CARD 15					
542125	213 - 610700 -		201.37	344594	230848
CARD 16					
542125	213 - 611000 -		205.22	344594	230848
CARD 16					
542125	115 - 622100 -		270.00	344594	230848
CARD 13					
542125	611 - 630400 -		299.88	344594	230848
CARD 15					
542125	213 - 610700 -		323.10	344594	230848
CARD 15					
542125	447 - 627900 -		335.22	344594	230848
CARD 15					
542125	415 - 624601 -		354.64	344594	230848
CARD 18					
542125	145 - 626900 -		378.56	344594	230848
CARD 18					
542125	115 - 626001 -		419.01	344594	230848
CARD 13					
542125	290 - 610700 -		419.04	344594	230848
CARD 16					
542125	611 - 610400 -		425.40	344594	230848
CARD 15					
542125	611 - 626900 -		453.00	344594	230848
CARD 9					
542125	325 - 630600 -		481.49	344594	230848
CARD 15					
542125	213 - 622300 -		500.00	344594	230848
CARD 1					
542125	115 - 626900 -		502.65	344594	230848

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
CARD 13					
542125	213 - 612500 -		508.00	344594	230848
CARD 15					
542125	611 - 610700 -		544.97	344594	230848
CARD 15					
542125	313 - 621900 -		550.00	344594	230848
CARD 8					
542125	290 - 627702 -		570.31	344594	230848
CARD 15					
542125	213 - 612500 -		689.70	344594	230848
CARD 16					
542125	145 - 626900 -		746.00	344594	230848
CARD 17					
542125	213 - 626900 -		827.67	344594	230848
CARD 4					
542125	290 - 612500 -		841.74	344594	230848
CARD 15					
542125	611 - 626900 -		878.86	344594	230848
CARD 11					
542125	411 - 612200 -		910.06	344594	230848
CARD 15					
542125	447 - 610700 -		990.00	344594	230848
CARD FB RUSTY WALKER IV					
542125	313 - 610700 -		1,178.81	344594	230848
CARD 15					
542125	213 - 626900 -		1,207.60	344594	230848
CARD 3					
542125	611 - 621900 -		1,779.00	344594	230848
CARD 15					
542125	411 - 626900 -		1,903.96	344594	230848
CARD 11					
542125	447 - 610700 -		2,285.45	344594	230848
CARD 16					
542125	213 - 622300 -		3,095.00	344594	230848
CARD 3					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
542125	213 - 622300 -		3,243.13	344594	230848
CARD 2					
542125	213 - 622300 -		4,090.00	344594	230848
CARD 5					
542125	447 - 626100 -		4,868.50	344594	230848
CARD 16					
542125	447 - 610700 -		6,739.00	344594	230848
CARD 15					
# of Claims		56	Vendor Payment Total	46,082.31	
Total # of Claims		709	Grand Total	1,959,776.42	1/18/2023

Vendor**Voucher****Org-Object-Project****Account Description****Amount Claim****Invoice****PO #****Item Description**

Vendor**Voucher****Org-Object-Project****Account Description****Amount Claim****Invoice****PO #****Item Description**

Vendor**Voucher****Org-Object-Project****Account Description****Amount Claim****Invoice****PO #****Item Description**

City of Gulfport Department - Org Code Index

Org Code	Description	Org Code	Description
111	Executive - Mayor	511	Community Development Block Grant
115	Legislative - Council	512	Urban Development Action Grant
125	Judicial - Courts	515-536	Home Consortium Grant
135	Legal - City Attorney	541	Code Enforcement
145	General Administration	542	MDA Grant - CDBG Supplement
155	Civil Service	543	MDA - Long Term Work Force Housing
175	Public Transportation	611	Urban and Economic Development
211	Police and Fire Retirement Fund	613	Building Code Services
213	Police Operating	614	Planning and Zoning
214	Police Grants	621	Economic Development
275-277	Police Forfeits and Seizures	701	Municipal Debt Service Fund
285-287	Coastal Narcotics Task Force	811	Water Billing
290	Fire	815	Water Operations and Maintenance
311	Streets and Drainage Maintenance	825	Sewer Operations and Maintenance
313	Public Works Admin	835	Debt Service (Water and Sewer)
315	Traffic Control	845	Harrison County Wastewater & Solid Waste Management District
317	Beautification	849-855	Water and Sewer Projects
325	Engineering	901	Operating Transfers Out - Interfund
335	Garage Maintenance	911	Employees' Group Health and Life Fund
345-355	Capital Projects	915	General Liability \ Worker's Comp Fund
409	Library Fund		
411	Leisure Services		
415	Building Maintenance		
425	Senior Citizens		
		<u>Hurricane Katrina</u>	
		101	General Government
		201	Police
		301	Public Works

409 Library Fund
411 Leisure Services
415 Building Maintenance
425 Senior Citizens
435 Cemetery
445 Joseph T. Jones Memorial Park

Hurricane Katrina

✓ 101 General Government
✓ 201 Police
✓ 301 Public Works
✓ 401 Leisure Services
✓ 601 Urban Development
✓ 801 Water & Sewer
916 Insurance Claims - Katrina

MEMORANDUM – CITY OF GULFPORT

Date: JANUARY 5, 2023

To: Mayor Billy Hewes
City Council Members

From: Adam Cooper, Chief of Police
Code Enforcement Division

Re: Resolutions Awarding Bids For Lot Clean-Up and/or Demolitions Of
Certain Property Within The City Of Gulfport And Providing For
Assessment Of Cost To The Said Properties Being Presented To The
City Council On The 17TH Day Of January, 2023.

Please place the attached item on the above referenced council agenda for
resolutions awarding bids.

MEMORANDUM – CITY OF GULFPORT

Date: JANUARY 5, 2023

To: Mayor Billy Hewes
City Council Members

From: Police Department
Code Enforcement Division

Subject: Awarding Of Bids

RE: Resolution Awarding Bids For Lot Cleanups and/or Demolition Of Certain Property Within The City Of Gulfport And Providing For Assessment Of Cost To The Said Properties Being Described:

WARD 2

Parcel 1: 0811A-04-038.000. Lot 8 Blk 6 Broad Acres. Awarded To Supple William M For \$850.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris From Site Located At 2705 Pine Ave. (Kulkarni Mandar) Case: 10100

Parcel 2: 0811A-05-035.000. Lots 1 To 4 Inc Blk 14 Broad Acres Also The N 20 Ft Of 26th Ave Vacate D By City Ord File Number 0404pc061. Awarded To Grassmasters Lawn Service Llc For \$100.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris From Site Located At 2600 13th Ave. (Gpt Little Theatre Inc) Case: 10559

Ward 3

Parcel 3: 0810N-03-021.001. Lot 4 Blk 11 Standard Land Subd Sec 33-7-11. Awarded To Grassmasters Lawn Service Llc For \$100.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris From Site Located At 2207 30th St. (Robinson Milton D) Case: 10482

Ward 4

Parcel 4: 1010G-01-035.000. Lot 20 Blk 4 Fernwood Heights Sec 29-7-10. Awarded To L & M Lawn Care For \$240.00 To Remove/Haul Off All Trash & Debris From Site Located At 931 Brown St. (Muir Kharima & Rayval) Case: 10534

Parcel 5: 0910G-03-015.000. Lot 8 Blk 32 Gulfport Bayou View Subd Also 75 Ft Strip S Of Lot Part Of Nw 1/4 Of Sw 1/4 Of Sec 25-7-11. Awarded To Supple William M For

\$5390.00 To Obtain Permit/Demolish Structure From Site Located At 37 45th St.
(Browne Fay) Case: 10641

Ward 5

Parcel 6: 0908N-01-098.000. W 40 Ft Of Lot 6 & E 40 Ft Of Lot 7 Blk 15 North Bayou Suburb. Awarded To Supple William M For \$600.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris From Site Located At 2408 Knox St. (Welte Joanne M -Estate-) Case: 10575

Parcel 7: 0809B-03-014.012. Lot 12 Angela Park Subd Part 2 Sec 15-7-11. Awarded To Teddy B's Lawn Service & More Llc For \$200.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris From Site Located At 14471 Whitney Dr. (Hartmann Perry Alfred) Case: 10603

WARD 6

Parcel 8: 0907N-01-001.022. Lot Tot Turtle Creek Subd Sec 35-6-11. Awarded To Grassmasters Lawn Service Llc For \$100.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris From Site Located At 13206 Willow Oak Cir. (Turtle Creek Subdivision Llc) Case: 10501

TOTAL: \$ 7,580.00

There came on for consideration at a meeting of the Mayor and Members of the Council of the City of Gulfport, Mississippi, held on the 17TH day of January, 2023, the following Resolution:

**A RESOLUTION AWARDING AND/OR REJECTING BIDS FOR LOT CLEANUP
AND/OR DEMOLITION OF CERTAIN PROPERTY WITHIN THE CITY OF
GULFPORT AND PROVIDING FOR THE ASSESSMENT OF COSTS TO THE SAID
PROPERTIES**

WHEREAS, at a prior meeting of the Gulfport City Council, certain and various properties located within the City of Gulfport were declared to be in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community; and

WHEREAS, by prior action of this Council, the City of Gulfport was authorized to advertise for bids to perform the noted and required work on the identified properties; and

WHEREAS, having advertised for bids and having received bids, the following represent the lowest and best bids received (per parcel) for the work as described therein:

- Parcel 1: 0811A-04-038.000. Lot 8 Blk 6 Broad Acres. Awarded To Supple William M For \$850.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris From Site Located At 2705 Pine Ave. (Kulkarni Mandar) Case: 10100
- Parcel 2: 0811A-05-035.000. Lots 1 To 4 Inc Blk 14 Broad Acres Also The N 20 Ft Of 26th Ave Vacate D By City Ord File Number 0404pc061. Awarded To Grassmasters Lawn Service Llc For \$100.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris From Site Located At 2600 13th Ave. (Gpt Little Theatre Inc) Case: 10559
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- Parcel 4: 1010G-01-035.000. Lot 20 Blk 4 Fernwood Heights Sec 29-7-10. Awarded To L & M Lawn Care For \$240.00 To Remove/Haul Off All Trash & Debris, , From Site Located At 931 Brown St. (Muir Kharima & Rayval) Case: 10534

- Parcel 5: 0910G-03-015.000. Lot 8 Blk 32 Gulfport Bayou View Subd Also 75 Ft Strip S Of Lot Part Of Nw 1/4 Of Sw 1/4 Of Sec 25-7-11. Awarded To Supple William M For \$5390.00 To Obtain Permit/Demolish Structure, , From Site Located At 37 45th St. (Browne Fay) Case: 10641
- Parcel 6: 0908N-01-098.000. W 40 Ft Of Lot 6 & E 40 Ft Of Lot 7 Blk 15 North Bayou Suburb. Awarded To Supple William M For \$600.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris From Site Located At 2408 Knox St. (Welte Joanne M - Estate-) Case: 10575
- Parcel 7: 0809B-03-014.012. Lot 12 Angela Park Subd Part 2 Sec 15-7-11. Awarded To Teddy B's Lawn Service & More Llc For \$200.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris From Site Located At 14471 Whitney Dr. (Hartmann Perry Alfred) Case: 10603
- Parcel 8: 0907N-01-001.022. Lot Tot Turtle Creek Subd Sec 35-6-11. Awarded To Grassmasters Lawn Service Llc For \$100.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris From Site Located At 13206 Willow Oak Cir. (Turtle Creek Subdivision Llc) Case: 10501

WHEREAS, the Mayor and Members of the Council find and do so determine that pursuant to bids heretofore received for lot cleanup and/or demolition of certain property described above in the City of Gulfport, that the bid price noted above is the lowest and best price and should be accepted; and

WHEREAS, the Mayor and Members of the Council further find and do so determine that Notice to Proceed should be given to the listed property above, and that the actual costs of cleanup should be assessed against the property as provided by law including a \$250.00 penalty.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND MEMBERS OF THE COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the individual bids for the cleanup of the certain properties described above within the City of Gulfport, should be accepted as the lowest and best bid/bid price.

SECTION 3. That Notice to Proceed should be immediately given to the lowest and best bidder as noted above and the completion of all work shall be accomplished within 30 calendar days. If extenuating circumstances occur, the company may request an extension of time in writing to complete the work.

SECTION 4. That the costs of lot cleanup, plus a \$250.00 penalty, should be assessed as a lien against the said properties and shall be enrolled in the Office of the Circuit Clerk of the First Judicial of Harrison County, Mississippi, as other judgments are enrolled, as provided by law.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

YEAS:

NAYS:

ABSENT:

WHEREUPON, the President thereby declared the motion carried and the Resolution adopted this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT OF THE COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the _____ day of _____, 2023.

APPROVED:

MAYOR

MEMORANDUM – CITY OF GULFPORT

Date: JANUARY 3, 2023

To: Mayor Billy Hewes
City Council Members

From: Police Department
Code Enforcement Division

Subject: 7-Day Notice(s) to be made part of the minutes.

RE: 7-Day Notice(s) Of Certain Property Within The City Of Gulfport per
Mississippi Code §21-19-11(2) For The Said Properties Being Described:

Parcel 1: 0808O-02-027.000. Lot 70 Bel-Aire Subd 7th Add. Property Located At 145 James Dr.
For Violation Of Remove/Haul Off All Trash & Debris. (Procell Becky Thomas) Case:
10721

Parcel 2: 0908O-04-014.000. Lot 19 Pine Hills Subd Part 1. Property Located At 2603 West
Angela Cir. For Violation Of Remove/Haul Off All Trash & Debris. (Koptyra Michael J &
Olga V) Case: 10728



CODE ENFORCEMENT DIVISION

P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5790
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

12/21/2022

VIA REGULAR U. S. MAIL

PROCELL BECKY THOMAS
145 JAMES DR
GULFPORT, MS 39503

**NOTICE OF PROPERTY DETERMINED TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND
WELFARE OF THE COMMUNITY**

Re: 145 JAMES DR

Dear PROCELL BECKY THOMAS:

This is written notice in accordance with Miss. Code Ann. § 21-19-11(2) (Rev. 2019) that property owned by you at 145 JAMES DR, Gulfport, MS has been determined by me to be in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community and is therefore in need of cleaning. As a consequence, the City of Gulfport is authorized under this State law (Miss. Code Ann. § 21-19-11(2)) to enter upon this property to have it cleaned and to assess you the amount of monies incurred by the City as part of this effort (up to \$250.00) plus administrative costs of the City up to \$50.00. These assessments can be determined by the City's Governing Authority to constitute a civil debt and could then be the subject of a lawsuit against you for recovery, to include court costs, attorneys' fees, and interest, or, at the option of the Governing Authority, these will be collected as an assessment against this property and which shall be a lien against the property and enrolled in the Office of the Circuit Clerk of the County as other judgments are enrolled and which would follow title of the property. As also set out in § 21-19-11, the City is further permitted to re-enter upon this property for a period of one (1) year after this cleaning occurs without any further hearing or action if notice is posted on the property and at City Hall at least seven (7) days before the property is re-entered for cleaning.

In order to avoid these actions being taken against you, you must have the property properly cleaned (so that it no longer is in a state of uncleanliness as to be a menace to the public health, safety and welfare of the community) and have this completed **within seven (7) days of the date of this letter**. On or after the eighth (8th) day following the date of this letter, the City will commence efforts to have it cleaned and will then pursue assessment and recovery of costs and monies against you and the property as set out above or as otherwise permitted under law. The City may additionally pursue other actions or efforts against you and/or the property, which could include, without limitation, other assessments, penalties, damages, and relief under civil, criminal, and/or administrative laws or regulations.

If you have any questions concerning this Notice or its contents, please immediately contact Travis Johnson at (228) 868-5718.

Sincerely,

Travis Johnson

Code Enforcement Officer

- cc: (1) City Council Clerk (for recordation in the Minutes of the City's Governing Authority)
(2) City Hall Lobby Code Enforcement Postings (for posting)
(3) Subject Property at 145 JAMES DR (for posting)
(4) City Attorney's Office



CODE ENFORCEMENT DIVISION

P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5790
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

12/21/2022

VIA REGULAR U. S. MAIL

PROCELL BECKY THOMAS
1201 CANAL ST APT 506
NEW ORLEANS, LA 70112

**NOTICE OF PROPERTY DETERMINED TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND
WELFARE OF THE COMMUNITY**

Re: 145 JAMES DR

Dear PROCELL BECKY THOMAS:

This is written notice in accordance with Miss. Code Ann. § 21-19-11(2) (Rev. 2019) that property owned by you at 145 JAMES DR, Gulfport, MS has been determined by me to be in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community and is therefore in need of cleaning. As a consequence, the City of Gulfport is authorized under this State law (Miss. Code Ann. § 21-19-11(2)) to enter upon this property to have it cleaned and to assess you the amount of monies incurred by the City as part of this effort (up to \$250.00) plus administrative costs of the City up to \$50.00. These assessments can be determined by the City's Governing Authority to constitute a civil debt and could then be the subject of a lawsuit against you for recovery, to include court costs, attorneys' fees, and interest, or, at the option of the Governing Authority, these will be collected as an assessment against this property and which shall be a lien against the property and enrolled in the Office of the Circuit Clerk of the County as other judgments are enrolled and which would follow title of the property. As also set out in § 21-19-11, the City is further permitted to re-enter upon this property for a period of one (1) year after this cleaning occurs without any further hearing or action if notice is posted on the property and at City Hall at least seven (7) days before the property is re-entered for cleaning.

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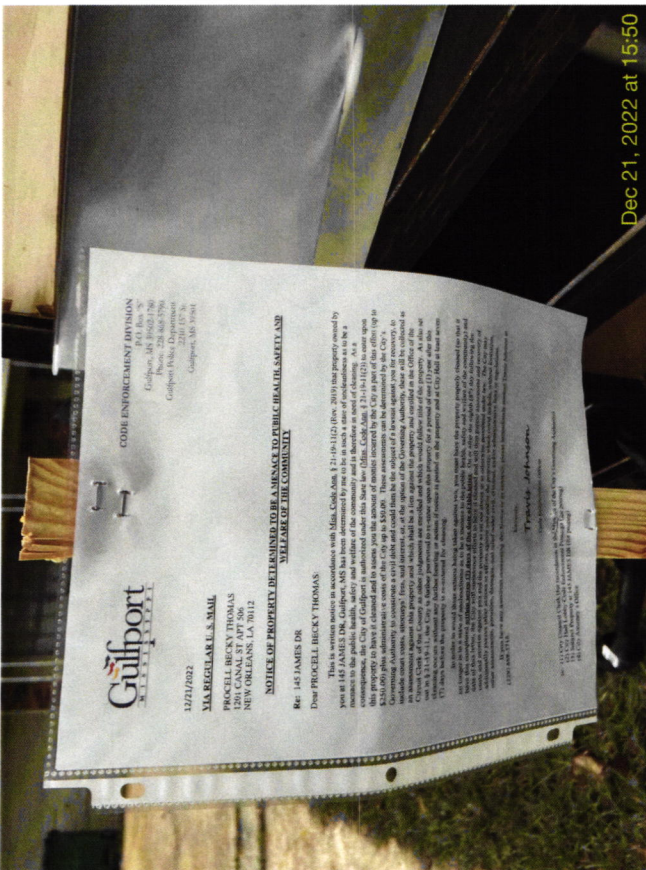
If you have any questions concerning this Notice or its contents, please immediately contact Travis Johnson at (228) 868-5718.

Sincerely,

Travis Johnson

Code Enforcement Officer

- cc: (1) City Council Clerk (for recordation in the Minutes of the City's Governing Authority)
(2) City Hall Lobby Code Enforcement Postings (for posting)
(3) Subject Property at 145 JAMES DR (for posting)
(4) City Attorney's Office





CODE ENFORCEMENT DIVISION

P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5790
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

12/27/2022

VIA REGULAR U. S. MAIL

KOPTYRA MICHAEL J & OLGA V
2603 WEST ANGELA CIR
GULFPORT, MS 39503

NOTICE OF PROPERTY DETERMINED TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY

Re: 2603 WEST ANGELA CIR

Dear KOPTYRA MICHAEL J & OLGA V:

This is written notice in accordance with Miss. Code Ann. § 21-19-11(2) (Rev. 2019) that property owned by you at 2603 WEST ANGELA CIR, Gulfport, MS has been determined by me to be in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community and is therefore in need of cleaning. As a consequence, the City of Gulfport is authorized under this State law (Miss. Code Ann. § 21-19-11(2)) to enter upon this property to have it cleaned and to assess you the amount of monies incurred by the City as part of this effort (up to \$250.00) plus administrative costs of the City up to \$50.00. These assessments can be determined by the City's Governing Authority to constitute a civil debt and could then be the subject of a lawsuit against you for recovery, to include court costs, attorneys' fees, and interest, or, at the option of the Governing Authority, these will be collected as an assessment against this property and which shall be a lien against the property and enrolled in the Office of the Circuit Clerk of the County as other judgments are enrolled and which would follow title of the property. As also set out in § 21-19-11, the City is further permitted to re-enter upon this property for a period of one (1) year after this cleaning occurs without any further hearing or action if notice is posted on the property and at City Hall at least seven (7) days before the property is re-entered for cleaning.

In order to avoid these actions being taken against you, you must have the property properly cleaned (so that it no longer is in a state of uncleanliness as to be a menace to the public health, safety and welfare of the community) and have this completed **within seven (7) days of the date of this letter**. On or after the eighth (8th) day following the date of this letter, the City will commence efforts to have it cleaned and will then pursue assessment and recovery of costs and monies against you and the property as set out above or as otherwise permitted under law. The City may additionally pursue other actions or efforts against you and/or the property, which could include, without limitation, other assessments, penalties, damages, and relief under civil, criminal, and/or administrative laws or regulations.

If you have any questions concerning this Notice or its contents, please immediately contact Travis Johnson at (228) 868-5718.

Sincerely,

Travis Johnson

Code Enforcement Officer

- cc: (1) City Council Clerk (for recordation in the Minutes of the City's Governing Authority)
(2) City Hall Lobby Code Enforcement Postings (for posting)
(3) Subject Property at 2603 WEST ANGELA CIR (for posting)
(4) City Attorney's Office



CODE ENFORCEMENT DIVISION

P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5790
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

12/27/2022

VIA REGULAR U. S. MAIL

KOPTYRA MICHAEL J & OLGA V
P O BOX 3733
GULFPORT, MS 39505

**NOTICE OF PROPERTY DETERMINED TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND
WELFARE OF THE COMMUNITY**

Re: 2603 WEST ANGELA CIR

Dear KOPTYRA MICHAEL J & OLGA V:

This is written notice in accordance with Miss. Code Ann. § 21-19-11(2) (Rev. 2019) that property owned by you at 2603 WEST ANGELA CIR, Gulfport, MS has been determined by me to be in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community and is therefore in need of cleaning. As a consequence, the City of Gulfport is authorized under this State law (Miss. Code Ann. § 21-19-11(2)) to enter upon this property to have it cleaned and to assess you the amount of monies incurred by the City as part of this effort (up to \$250.00) plus administrative costs of the City up to \$50.00. These assessments can be determined by the City's Governing Authority to constitute a civil debt and could then be the subject of a lawsuit against you for recovery, to include court costs, attorneys' fees, and interest, or, at the option of the Governing Authority, these will be collected as an assessment against this property and which shall be a lien against the property and enrolled in the Office of the Circuit Clerk of the County as other judgments are enrolled and which would follow title of the property. As also set out in § 21-19-11, the City is further permitted to re-enter upon this property for a period of one (1) year after this cleaning occurs without any further hearing or action if notice is posted on the property and at City Hall at least seven (7) days before the property is re-entered for cleaning.

In order to avoid these actions being taken against you, you must have the property properly cleaned (so that it no longer is in a state of uncleanness as to be a menace to the public health, safety and welfare of the community) and have this completed **within seven (7) days of the date of this letter**. On or after the eighth (8th) day following the date of this letter, the City will commence efforts to have it cleaned and will then pursue assessment and recovery of costs and monies against you and the property as set out above or as otherwise permitted under law. The City may additionally pursue other actions or efforts against you and/or the property, which could include, without limitation, other assessments, penalties, damages, and relief under civil, criminal, and/or administrative laws or regulations.

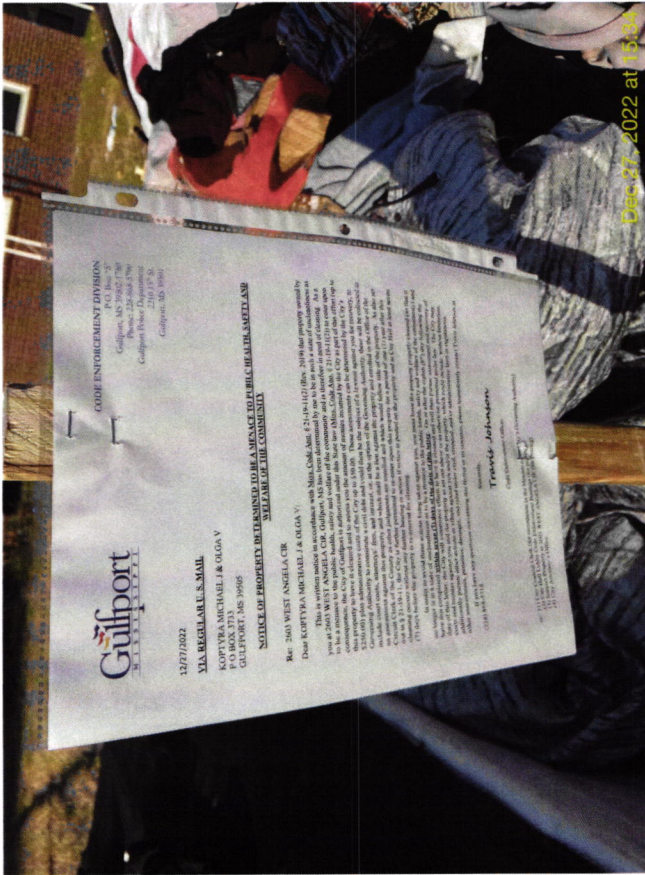
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Sincerely,

Travis Johnson

Code Enforcement Officer

- cc: (1) City Council Clerk (for recordation in the Minutes of the City's Governing Authority)
(2) City Hall Lobby Code Enforcement Postings (for posting)
(3) Subject Property at 2603 WEST ANGELA CIR (for posting)
(4) City Attorney's Office



Dec 27, 2022 at 15:34



Dec 27, 2022 at 15:34

MEMORANDUM – CITY OF GULFPORT

Date: **JANUARY 3, 2023**

To: **Mayor Billy Hewes
City Council Members**

From: **Police Department
Code Enforcement Division**

Subject: **Chapter 3 Notice(s) to be made part of the minutes.**

RE: **Chapter 3 Notice(s) Of Certain Property Within The City Of Gulfport per the
International Property Maintenance Code (IPMC) For The Said Properties
Being Described:**

Parcel 1: 0811G-04-126.000. Lots 2 & 3 Blk 1 Murphy Add.. Property Located At 1729 22nd St.
For Violation Of Remove/Haul Off All Trash & Debris, Obtain Permit/Demolish Structure,
Remove Clutter And Debris. (Pilgrim Jr) Case: 10704

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5790

December 29, 2022

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

PILGRIM JR
1729 22ND ST
GULFPORT, MS 39501

**NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE AND
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS**

Reference: Tax Parcel Number: 0811G-04-126.000
1729 22ND ST

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
UNSAFE STRUCTURE, IPMC 108.1.1	BRING BLDG UP TO CODE OR DEMO
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of \$250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

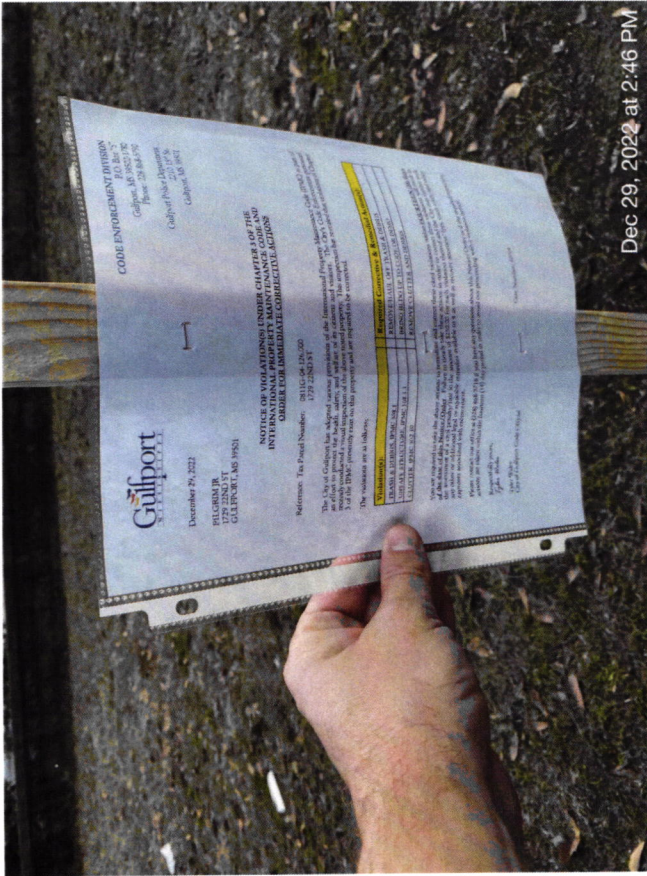
Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,

Tyler Wales

Tyler Wales
City of Gulfport Code Official

Case Number: 10704



Dec 29, 2022 at 2:46 PM



Dec 29, 2022 at 2:46 PM

MEMORANDUM – CITY OF GULFPORT

Date: JANUARY 6, 2023

To: Mayor Billy Hewes
City Council Members

From: Linda Allen (Department of Urban Development)

Re: Privilege License Report – for the month of December 2022 – to be made a part of the minutes.

The attached report of Privilege Licenses issued by the City of Gulfport for the period of December 1st through December 31th, 2022 to be presented to the City Council on the 17th day of January, 2023 per Mississippi Code § 27-17-501.

Customer Name	Customer Address	Paid Date	Tender Amount
B & D SERVICES LLC	11170 VIXEN LOOP	12/30/2022	\$20.00
HARGRAVE ARLANA	15465 OAK LANE UNIT 200H	12/30/2022	\$16.60
BISHOP HARRY J JR	P O BOX 3959	12/30/2022	\$80.00
LEWIS TREMAYNE	P.O. BOX 7317	12/30/2022	\$16.60
JERNIGAN KATHARINE	2045 E PASS RD	12/30/2022	(\$20.00)
WIMBROW KIMBERLY	2501 BIENVILLE BLVD#136	12/30/2022	\$24.90
JERNIGAN KATHARINE	2045 E PASS RD	12/30/2022	\$20.00
MCCREE, MACK	40 JADE COURT	12/30/2022	\$20.00
BROWN INVESTMENTS & CONCESSIONS	8307 TEXAS AVENUE	12/29/2022	\$42.20
BROWN INVESTMENTS & CONCESSIONS	8307 TEXAS AVENUE	12/29/2022	\$42.20
BLUE DIAMOND ENERGY INC	2234 EAST PASS RD	12/29/2022	\$20.00
D J JANITORIAL SERVICE	8432 FLORDIA AVE	12/29/2022	\$20.00
ELLISON BRANTLEY	13490 WOODLAND DR	12/28/2022	\$16.60
RITeway CUTTS & BEAUTY SALON	15895 WALK FARM LANE	12/28/2022	\$20.00
WISDOM TAX SERVICE	15895 WALKER FARM LN	12/28/2022	\$20.00
KEVIN BRASFIELD & MATTHEW SVENDSEN	941 PASS RD	12/28/2022	\$16.60
YOUNG JACINDA	56 HOLLY CIR	12/28/2022	\$16.60
STEWART GLENN	12261 US 49	12/28/2022	\$11.60
STEVE TOWING	21295 HOUSTON LADNER ROAD	12/28/2022	\$20.00
WALLACE & CO	1390 29TH AVE #A	12/28/2022	\$20.00
ECOATM LLC	10121 BARNES CANYON RD	12/27/2022	\$10.00
ECOATM LLC	10121 BARNES CANYON RD	12/27/2022	\$10.00
ECOATM LLC	10121 BARNES CANYON RD	12/27/2022	\$10.00
ECOATM LLC	10121 BARNES CANYON RD	12/27/2022	\$10.00
ECOATM LLC	10121 BARNES CANYON RD	12/27/2022	\$10.00
ECOATM LLC	10121 BARNES CANYON RD	12/27/2022	\$10.00
ECOATM LLC	10121 BARNES CANYON RD	12/27/2022	\$10.00
ECOATM LLC	10121 BARNES CANYON RD	12/27/2022	\$10.00
AT HOME CARE INC	306 CHURCH ST	12/27/2022	\$20.00
ST JOSEPH HOSPICE OF SOUTHERN MS	1240 BROAD AVE	12/27/2022	\$75.00
NEW BEGINNINGS CARPET CLEANING PLUS	406 EAST STEVENS CIRCLE	12/27/2022	\$20.00
MAMA SEAFOOD GRILL	13211 DEDEAUX RD STE 6	12/22/2022	\$20.00
CHEEMA FOODIES LLC/CHAUDHARY QASIM CHEEMA	24285 HWY 53	12/22/2022	\$26.98
PRESTIA MICHAEL G LAW FIRM	1708 23RD AVE	12/22/2022	\$20.00
REGION XII COMMISSION ON MENTAL HEALTH	P O BOX 18679	12/21/2022	\$3.20
REGION XII COMMISSION ON MENTAL HEALTH	P O BOX 18679	12/21/2022	\$14.40
MCQUEEN CLEANING SERVICE	11526 MAURINE CIR	12/21/2022	\$20.00
PATEL HARNISHBHAI	9375 HWY 49	12/21/2022	\$16.60
CORNELIUS RIVA A	1403 43RD AVE STE D	12/21/2022	\$16.60
JJJ 9210 INC	3775 VENTURE DR, BLDG E	12/20/2022	\$20.00
NIKE RETAIL SERVICES INC	P.O. BOX 25210	12/20/2022	\$680.00
CELLCO PARTNERSHIP C/O KPMG LLP	2200 CABOT DR SUITE 400	12/20/2022	\$200.00

AUTO ZONE STORES INC	P.O BOX 2198	12/20/2022	\$380.00
AUTO ZONE INC 259	P O BOX 2198	12/20/2022	\$440.00
AUTOZONE MISSISSIPPI LLC	P.O. BOX 2198	12/20/2022	\$150.00
CHANGING TIDES VENDING LLC	412 ST CHARLES CT	12/20/2022	\$60.00
SALON LE'REVE	1720 E PASS RD UNIT C	12/20/2022	\$42.20
SALON LE'REVE	1720 E PASS RD UNIT C	12/20/2022	\$42.20
ADAMS HAILEY	9138 CARL LEGGETT RD UNIT B	12/20/2022	\$16.60
KHAPRA VIKRAM	1740 E PASS RD STE A	12/20/2022	\$40.00
SINGH MOHINDER PARTAP	11594	12/20/2022	\$25.00
BEN BOWDEN	8927 LORRAINE RD #204B	12/20/2022	\$40.00
BEN BOWDEN	8927 LORRAINE RD #204B	12/20/2022	\$40.00
SOUTHERN OAKS MHP LLC	10530 THREE RIVERS RD	12/20/2022	\$20.00
GHG GULFCOAST LLC	10495 HWY 49 E	12/20/2022	\$36.00
HO HANG	12449 HWY 49 UNIT A	12/19/2022	\$16.60
DESIGNS N STITCHES	719 27TH ST	12/19/2022	\$20.00
PHU ON	1203 30TH AVE	12/19/2022	\$16.60
HANSON DOUG	1632 2ND ST	12/16/2022	\$16.60
PETTEY JANE	1313 25TH AVE UNIT B	12/16/2022	\$16.60
DAVIS CELESTINE	2700 25TH AVE STE B	12/15/2022	\$16.60
TINY STEPS ACADEMY	P O BOX 8214	12/15/2022	\$30.00
ALEXANDER DENEKA	P.O. BOX 8214	12/15/2022	\$150.00
GRACE AND MERCY PCS LLC	P O BOX 374	12/15/2022	\$20.00
MAD KUSTOMZ	3413 B AVE	12/14/2022	\$20.00
CONTRACTING 24-7 LLC	1390 29TH AVE	12/14/2022	\$20.00
THE TOP SHELF	171 ST JOHN AVE	12/14/2022	\$40.00
FITZGERALD SUZETTE W	13402 WINDSONG DR	12/14/2022	\$16.60
TORIO'S BAR	4709 ARKANSAS AVE	12/14/2022	\$35.00
TAX PREP	3900 PARK BLVD	12/14/2022	\$20.00
JA MOBILE CAR CARE LLC	11397 HELEN RICHARDS RD STE A	12/13/2022	\$24.90
BOND JULIA	P O BOX 187	12/13/2022	\$25.00
CARDINAL FINANCIAL COMPANY LIMITED PARTNERSHIP	3701 ARCO CORPORATE DRIVE #200	12/13/2022	\$16.60
C & C REPAIR SERVICE INC	2117 28TH ST #B1	12/13/2022	\$20.00
C & C REPAIR SERVICE & SALES	8335 TENNESSEE AVE	12/13/2022	\$20.00
EXTERIOR SOLUTIONS	14231 SEAWAY RD	12/13/2022	\$30.00
B & R PLUMBING	3404 12TH STREET	12/12/2022	\$20.00
NU-WAY AUTO	12083 HIGHWAY 49	12/09/2022	\$20.00
VICKERY REAL ESTATE APPRAISAL	7 E 52ND STREET	12/09/2022	\$20.00
HEAVENLY TOUCH LANDSCAPE	565 N FOREST DR	12/09/2022	\$20.00
FLY BOUTIQUE	1703 HWY 11 N #A	12/09/2022	\$25.00
ZACKS PLUS ELECTRIC	1717 PASS RD	12/09/2022	\$20.00
SPEAR CHRIS	P.O. BOX 6251	12/08/2022	\$5.00
LIL TOT'S DAY CARE CENTER	4406 ILLINOIS AVE	12/08/2022	\$30.00
THE MAGNOLIA DINER LLC	1429 25TH AVE	12/08/2022	\$35.00
PAISLEY GRACE LLC	11491 CAROLINE CT	12/07/2022	\$20.00

THAI BRIAN	2309 PASS RD	12/07/2022	\$20.00
ALALILI SADEK	313 COWAN RD	12/06/2022	\$29.05
DUNNAWAY BRET E	139 KATHRYN DR	12/06/2022	\$16.60
HARRIS COUNSELERS	11111 HIGHLAND AVE #212	12/05/2022	\$20.00
WILSON DOROTHY P	38-A PASS RD	12/05/2022	\$16.60
CONLEY MONICA	1073 ACADIAN DR STE B	12/05/2022	\$20.00
FRANKIE JACKSON	10000 FACTORY SHOP BLVD STE 235	12/05/2022	\$24.90
SIDE SHOW PROPS 2.0 LLC	3420 GILES RD	12/02/2022	\$20.00
J D HANDYMAN	1333 20TH STREET	12/02/2022	\$20.00
1 CALL PAUL BARBER AND BEAUTY SHOP	2103 25TH AVE	12/02/2022	\$30.00
WEYLAND THERESA	1520 29TH AVE	12/01/2022	\$20.00
SICILY'S ITALIAN BUFFET	11010 HWY 49	12/01/2022	\$20.00
DRESSED IN BLUE	8927 LORRAINE RD #103	12/01/2022	\$68.58
DRESSED IN BLUE	8927 LORRAINE RD #103	12/01/2022	\$68.58
LESLIE ERVIN	1304 PINECREST AVE	12/01/2022	\$20.00
AKL-MART	4602 E RAILROAD AVENUE	12/01/2022	\$35.00
			TOTAL: \$3,625.19

City of Gulfport, MS
Request for Proposal
Elevator Maintenance and
Repair

The City of Gulfport is seeking proposals for Elevator Maintenance Service and Repair. Proposals will be received at the Office of Procurement, 1410 24th Avenue, Gulfport, MS 39501 until **2:00 pm February 14, 2023** in the Purchasing Office in the Hardy Building 2nd Floor. Promptly thereafter the proposals will be delivered to the selection committee.

A prebid walk through is scheduled for **February 2, 2023 at 10:00 A.M.** Meet at Hardy Bldg., 1410 24th Avenue, Gulfport, MS 39501. All interested contractors are encouraged to attend. There will be no other allowed access to the site. Contractors shall not attempt to contact anyone and request other times to view the site.

The City of Gulfport offers electronic bidding. Official bid documents can be downloaded from www.gulfportmsbids.com. For any questions relating to the electronic bidding process, please call Plan Room at 662-407-0193.

Questions – All questions regarding this bid should be directed to jversiga@gulfport-ms.gov. All questions must be submitted *in writing*; telephonic inquiries will not be considered.

The City is NOT responsible for bids which are mailed to the wrong address or which arrive in the mail after the designated bid opening time. Bids may be delivered in person to the Office of Procurement prior to the bid opening at the time, date and location listed above.

One (1) original and one (1) electronic copy of the proposal shall be submitted to City of Gulfport. All proposals must be sealed and clearly marked on the outside of the envelope as indicated “Elevator Maintenance and Repair” and addressed to the Office of Procurement, 1410 24th Avenue, Gulfport, MS 39501. All proposals must be received by the Office of Procurement, no later than **2:00p.m. local time on February 14, 2023**, after which time they will be referred to the Selection Committee. Any submittal received after the above stated date and time will be returned unopened

In addition to the above, the sealed envelope shall list the Company Name and Address. Envelopes not so marked are submitted at the risk of the Proposer and the City nor any of its affiliates, employees, officers, or commissioners assume any responsibility for the premature opening of same by any City affiliate, employee, officer, or commissioner.

All inquiries shall be in writing and directed to the following office. No questions or requests for clarifications will be addressed within seven (7) business days of the due date of the proposal.

The selection committee will review each proposal based on the grading criteria as noted in the RFP package. The City retains the ultimate authority in making these determinations. The selection committee may develop a short list from which interviews may be scheduled and evaluation will be based ONLY on the data submitted in response to the request for proposal and such other information as the City may deem necessary or appropriate. Upon final selection(s) and a determination made by the City a written contract may be awarded to the

individual(s)/firm(s) whose proposal is determined by the City to be the most advantageous to the project.

The City reserves the right to reject any and all proposals, in whole or in part, and to discontinue contract execution with any party at any time prior to final contract execution.

Direct contact with the City of Gulfport, including but not limited to City of Gulfport employees, including the Mayor and City Council, the City of Gulfport Board of Commissioners, The GRC or the City of Gulfport's employees or affiliates regarding the subject of this proposal is strictly forbidden. Violation of this paragraph will result in disqualification of your submission.

Minority and Women's business enterprises are solicited to submit a proposal and are encouraged to make inquiries regarding potential subcontracting opportunities and equipment, material and/or supply needs.

The City of Gulfport is NOT responsible for proposals which are mailed to the wrong address or which arrive in the mail after the designated opening time.

The successful proposer must adhere to the City of Gulfport's policy concerning non-discrimination without regard to race, creed, color, age, sex, national origin or handicap.

Ad Dates: 1/19/2023 & 1/26/2023

Send Invoice and Proof of Publication to: Jessica Versiga
1410 24th Avenue,
Gulfport, MS 39501



**PURCHASING
DEPARTMENT**

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5705
Fax: 228-868-0223

William H. Hardy Building
1410 24th Ave. 2nd Floor
Gulfport, MS 39501

MEMORANDUM

TO: City Councilmembers
Mayor Billy Hewes

FROM: Jessica Versiga, Purchasing Agent

DATE: December 8, 2022

RE: Finger Printing System – Police Department

The Purchasing Department reviewed the quotes received on the above referenced item and determined Idemia Identity and Security USA, LLC to be the lowest and best bid for a total amount of \$18,282.00.

Purchase Order #230773 was issued and the tabulation below shows the lowest and best bid determination. We respectfully request this be spread across the minutes.

Thank you for your consideration.

	Idemia	Mentalix	AD&S
Fingering Printing System	\$18,282.00	\$ 33,130.00	\$ 19,329.00



**PURCHASING
DEPARTMENT**

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5705
Fax: 228-868-0223

William H. Hardy Building
1410 24th Ave. 2nd Floor
Gulfport, MS 39501

MEMORANDUM

TO: City Councilmembers
Mayor Billy Hewes

FROM: Olivia McMahan, Procurement Specialist

DATE: January 5, 2023

RE: HPE Servers ProLiant – Information Technology

The Purchasing Department reviewed the quotes received on the above referenced item and determined ITsavvy LLC to be the lowest and best bid for a total amount of \$32,371.39.

Purchase Order #230835 was issued and the tabulation sheet used to make our lowest and best bid determination is attached. We respectfully request this be spread across the minutes.

Thank you for your consideration.

INFORMATION TECHNOLOGY - HPE SERVERS PROLIANT**PO # 230835**

QTY		ITSAVVY		SHI		CDW-G	
SERVER 1	1	\$ 17,852.91	\$ 17,852.91	\$ 25,720.41	\$ 25,720.41	\$ 20,278.00	\$ 20,278.00
SERVER 2	1	\$ 14,878.48	\$ 14,878.48	\$ 22,088.33	\$ 22,088.33	\$ 16,680.37	\$ 16,680.37
			\$ -		\$ -		\$ -
Total			\$ 32,731.39	\$ 47,808.74			\$ 36,958.37



**PURCHASING
DEPARTMENT**

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5705
Fax: 228-868-0223

William H. Hardy Building
1410 24th Ave. 2nd Floor
Gulfport, MS 39501

MEMORANDUM

To: City Councilmembers

Mayor Billy Hewes

From: Jessica Versiga, Purchasing Agent

Date: December 21, 2022

RE: Emergency Purchase – Police Department

The city is still under a State of Emergency due to the spread of Covid 19 and potential associated impacts which threaten to affect areas such as vehicle purchases. The supply chain issues have made it difficult to find vehicles and to get quotes for vehicles.

As per MS Code 31-7-13 (k), purchase order # 230774 has been issued to Duval Ford for \$154,7124.29.

Thank you for your consideration and ask that this memo be spread across the minutes.

**STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT
CITY OF GULFPORT**

**FIRST AMENDMENT TO THE SOLID WASTE ADDENDUM TO THE CONTRACT
FOR OPERATIONS AND MAINTENANCE OF THE WATER AND SEWER SYSTEMS AS
WELL AS THE STREETS AND DRAINAGE SYSTEMS AND OTHER SYSTEMS FOR THE
CITY OF GULFPORT**

THIS FIRST AMENDMENT to the Solid Waste Addendum to the Contract (as defined below) is hereby entered into and agreed to by and between the CITY OF GULFPORT, MISSISSIPPI ("**City**" or "**Owner**"), and H2O Innovation Operation & Maintenance, LLC ("**H2O**" or "**Operator**"), on the dates hereinafter set forth for the purpose of amending in writing certain covenants and conditions of that certain SOLID WASTE ADDENDUM to the CONTRACT FOR OPERATIONS AND MAINTENANCE OF THE WATER AND SEWER SYSTEMS AS WELL AS THE STREETS AND DRAINAGE SYSTEMS AND OTHER SYSTEMS FOR THE CITY OF GULFPORT (herein "**the Contract**"), approved by the Gulfport City Council and signed by the Mayor in 2022, and subsequently signed and executed by the authorized representative of H2O, and as heretofore amended, and the Solid Waste Addendum to the Contract is hereby further amended by this FIRST AMENDMENT, as follows:

WITNESSETH THAT:

WHEREAS, the City of Gulfport, Mississippi, and H2O desire to increase the capacity of H2O to provide the services outlined in the aforementioned Solid Waste Addendum to the Contract, and

WHEREAS, H2O is willing to provide a boom truck and associated personnel at the same cost as that included in its bid (and the same cost at which it currently providing a boom truck and associated personnel to the City under the Contract): \$150,000.00 per truck; and

WHEREAS, the City desires to increase the said capacity by adding three such trucks and associated personnel to the Addendum to the Contract.

NOW THEREFORE, for the purposes hereinabove set forth, it is hereby agreed by and between the parties that the Addendum to the Contract shall be hereby amended effective and commencing upon the receipt of each truck and hiring of necessary personnel, as follows:

A. That the matters, facts, and things recited in the Preamble hereto are hereby incorporated into this Amendment for all purposes.

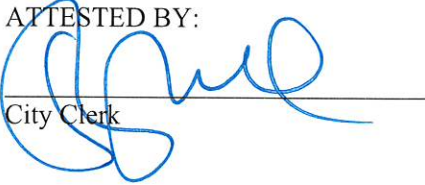
B. That the Addendum to the Contract shall be amended to include the addition of three (3) boom trucks with associated personnel at a cost of ONE HUNDRED FIFTY-THOUSAND AND NO/100 (\$150,000.00) each..

IN WITNESS WHEREOF, each of the Owner and Operator has caused this First Amendment to the Solid Waste Addendum to the Contract to be signed, executed and delivered by its duly authorized representative on the day and date hereinafter stated, having been first duly authorized so to act.

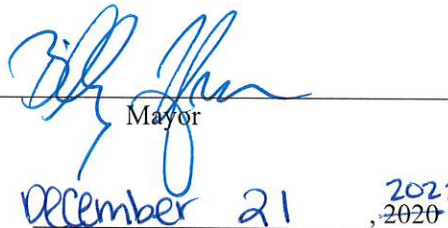
OWNER:

CITY OF GULFPORT, MISSISSIPPI

ATTESTED BY:


City Clerk

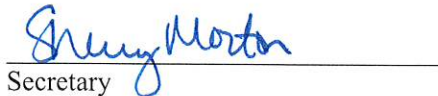
By:


Mayor
December 21, 2022

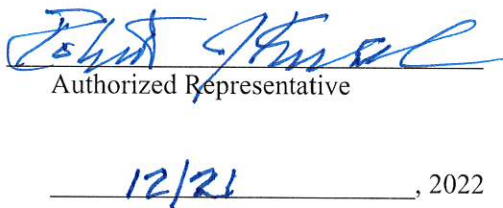
OPERATOR:

H2O INNOVATION OPERATION & MAINTENANCE, LLC

ATTESTED BY


Secretary

By:


Authorized Representative
12/21, 2022

SCANNED



This Instrument prepared by and to be returned to:

Margaret Murdock, Esq.
City Attorney's Office
P.O. Box 1780
Gulfport, Mississippi 39502
(228) 868-5811



[Signature] 1st JUDICIAL DISTRICT
Instrument 2022-0021591-D-J1
Filed/Recorded 08/26/2022 1:20:01 PM
Total Fees 26.00
4 Pages Recorded

PERPETUAL DRAINAGE EASEMENT

FOR AND IN CONSIDERATION of the sum of ONE and NO/100 Dollars (\$1.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned **Grantors**,

GARY A. McCABE and MARY S. McCABE
10767 East Taylor Road
Gulfport, MS 39503
Telephone: (228) 669-1960

do hereby grant, convey, assign, and transfer unto **Grantee**,

CITY OF GULFPORT, MISSISSIPPI
A Mississippi Municipal Corporation
2309 15th Street
Gulfport, Mississippi 39501
Telephone (228) 868-5811

a perpetual easement for construction, installation, operation and maintenance of a drainage system over, across, and under the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

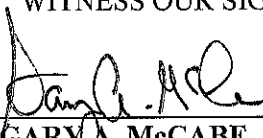
See Exhibit "A" attached.

Grantors further grant unto the City of Gulfport and its employees and contractors a Right of Entry on Grantors' remaining and adjacent property for the purpose of construction and maintenance of said drainage system. Any damage caused to Grantors' remaining and adjacent property as a direct result of the City's use of the Right of Entry will be repaired, as reasonably possible, to pre-damage condition.

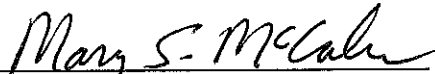
INDEXING INSTRUCTIONS:

**Lot 47 Waterside Subdivision, City of Gulfport,
First Judicial District, Harrison County, Mississippi**

WITNESS OUR SIGNATURES on this the 27 day of July, 2022.



GARY A. McCABE

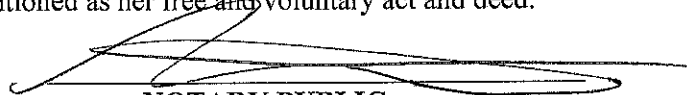


MARY S. McCABE

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**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 27th day of July, 2022, MARY S. McCABE, who acknowledged to me that she signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as her free and voluntary act and deed.


NOTARY PUBLIC

My Commission Expires:

June 17, 2024

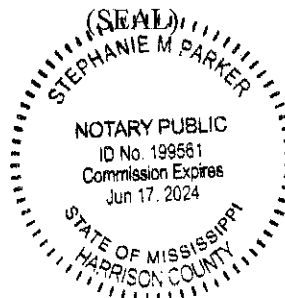
**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

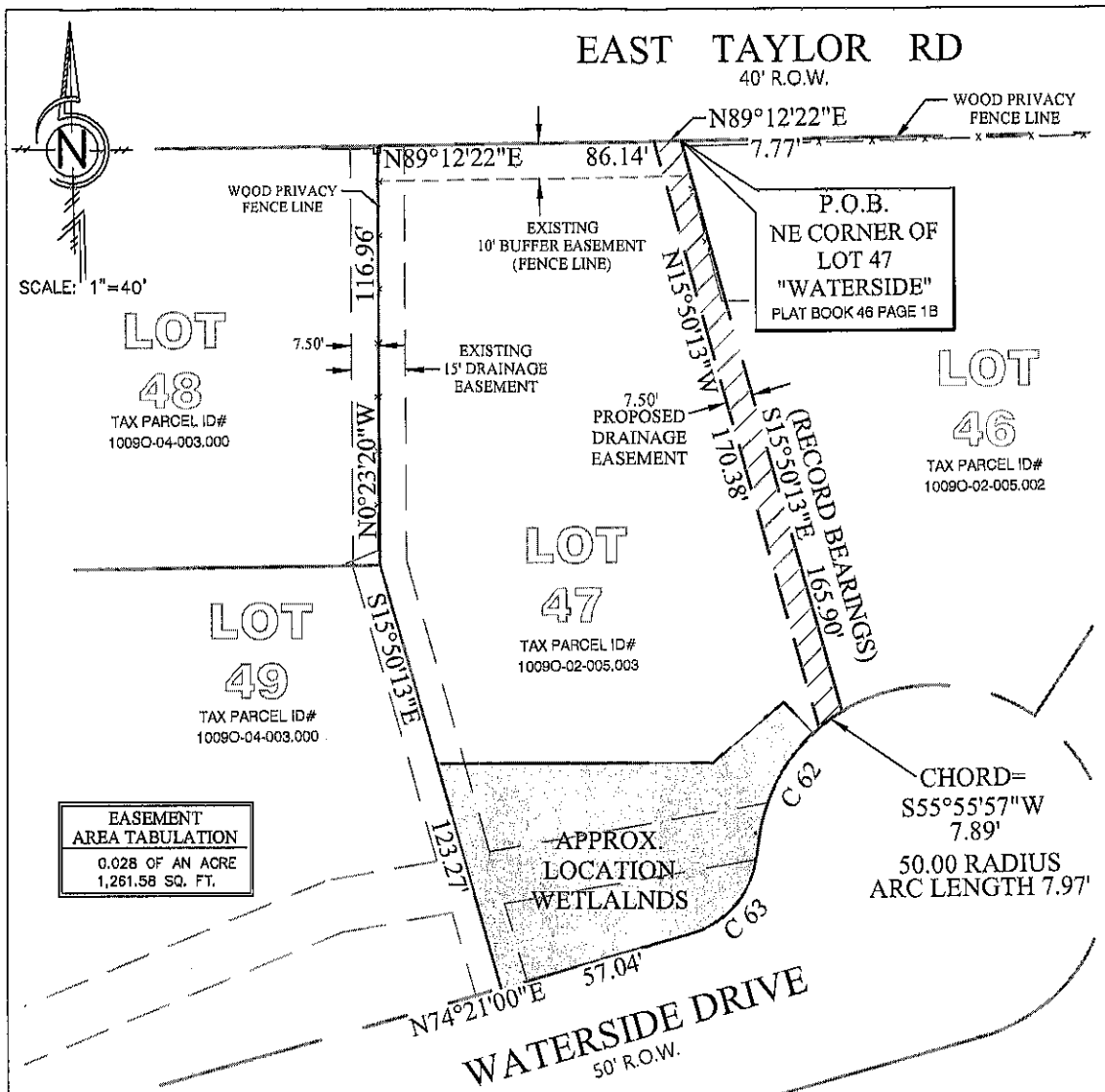
PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 27th day of July, 2022, GARY A. McCABE, who acknowledged to me that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed.


NOTARY PUBLIC

My Commission Expires:

June 17, 2024





DESCRIPTION OF "DRAINAGE EASEMENT" PART OF LOT 47 "WATERSIDE":

A DRAINAGE EASEMENT SITUATED IN A PART OF LOT 47 AS PER MAP OR PLAT ON FILE ENTITLED "WATERSIDE" SUBDIVISION IN THE LAND RECORDS OF THE 1ST JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI IN PLAT BOOK 46 AT PAGE 1B AND BEING MORE DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID LOT 47 AS PER SAID MAP OR PLAT ENTITLED "WATERSIDE" SUBDIVISION ON FILE IN THE SAID LAND RECORD OF THE 1ST JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI IN PLAT BOOK 46 AT PAGE 1B;

THENCE RUNNING S15°50'13"E ALONG AND WITH THE EAST MARGIN OF SAID LOT 47, FOR A DISTANCE OF 165.90 FEET TO A POINT BEING THE SOUTHEAST CORNER OF SAID LOT 47 AND ALSO BEING THE NORTHERLY RIGHT-OF-WAY OF WATERSIDE DRIVE;

THENCE RUNNING WITH A PART OF THE NORTHERLY RIGHT-OF-WAY OF SAID WATERSIDE DRIVE AND ALSO BEING A PART OF THE SOUTHERLY MARGIN SAID LOT 47 FOR AN ARC DISTANCE OF 7.97 FEET, WITH A RADIUS OF 50.00 FEET AND A CHORD BEARING AND LENGTH OF S55°55'57"W, 7.89 FEET TO A POINT;

THENCE N15°50'13"W, 170.38 FEET TO A POINT ON THE NORTH MARGIN OF SAID LOT 47 AND ALSO BEING THE SOUTHERLY RIGHT-OF-WAY OF EAST TAYLOR ROAD;

THENCE N89°12'22"E ALONG THE NORTH MARGIN OF SAID LOT 47 AND THE SOUTHERLY RIGHT-OF-WAY OF EAST TAYLOR ROAD FOR A DISTANCE OF 7.77 FEET BACK TO THE POINT OF BEGINNING.

THE EASEMENT CONTAINS 1261.58 SQUARE FEET OR 0.028 OF AN ACRE, MORE OR LESS AND IS LOCATED ALONG THE EAST MARGIN OF SAID LOT 47 AS PER SAID MAP OR PLAT ENTITLED "WATERSIDE" SUBDIVISION, 1ST JUDICIAL DISTRICT, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI.

DRAWING OF
7.5' DRAINAGE EASEMENT
LOCATED IN "WATERSIDE" SUBDIVISION LOT 47 PLAT BOOK 46
PAGE 1B 1ST JUDICIAL DISTRICT, CITY OF GULFPORT, HARRISON COUNTY,
MISSISSIPPI.

JOB #: 0556-22
DRAWN BY: CRT
CHECKED BY: GRM
DATE: 05/09/2022

CITY OF GULFPORT ENGINEERING DEPARTMENT
4050 HEWES AVENUE, GULFPORT, MS 39507

Gulfport
MISSISSIPPI

